

**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): **June 26, 2019**

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.)

**60 Jubilee Avenue, Milton Park
Abingdon, Oxfordshire OX14 4RX
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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
American Depositary Shares, each representing 6 Ordinary Shares, par value £0.001 per share	ADAP	The Nasdaq Global Select Market

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

On June 27, 2019, Adaptimmune Therapeutics plc (the “Company”) announced that Adrian Rawcliffe, currently Chief Financial Officer of the Company (CFO), will succeed James Noble as Chief Executive Officer (CEO), when Mr. Noble retires from his executive duties and transitions to a non-executive director role on the Company’s Board, on September 1, 2019. Adrian Rawcliffe will join the Company’s Board of Directors from the same date. The Company has started a global search for a new CFO, which will be the subject of a separate announcement. Until a replacement is found, Mr. Rawcliffe will continue in his role as the Company’s CFO, principal financial officer and principal accounting officer.

On June 26, 2019, Mr. Rawcliffe entered into an employment agreement (the “Employment Agreement”) with the Company’s U.S. subsidiary. Under the terms of the Employment Agreement, effective September 1, 2019, Mr. Rawcliffe will receive an annual base salary of \$560,000, which may be modified by the Board of Directors in its sole discretion. In addition to the base salary Mr. Rawcliffe will be eligible to receive an annual discretionary bonus, determined by the Board of Directors following the end of each calendar year that ends during his employment period where he serves as CEO (“Annual Bonus”), subject to: (i) objective criteria set forth by the Board of Directors or an authorized delegate thereof on an annual basis; and (ii) the overall performance of the Company. The initial target Annual Bonus effective from September 1, 2019 will be sixty percent of Mr. Rawcliffe’s base salary. The Annual Bonus payment will be pro-rated for any partial year of service.

Mr. Rawcliffe will also 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 of Directors. On June 27, 2019 Mr. Rawcliffe will be awarded 628,872 “market value” options to acquire ordinary shares of the Company and 140,448 RSU-style options to acquire ordinary shares in the Company and on or around September 1, 2019, or such other date as the Board of Directors may determine and subject to the rules of the relevant equity plan and any applicable legal or regulatory requirements, Mr. Rawcliffe will be awarded an additional 628,872 market value options to acquire ordinary shares of the Company and 140,448 RSU-style options to acquire ordinary shares in the Company on condition that, at the time of the award of such stock options, Mr. Rawcliffe continues to serve as the Company’s CEO and remains employed by the Company and is not under notice of termination (given or received). The options will vest over a period of four years from the date of grant. The market value options will have an exercise price per ordinary share of not less than one sixth of the closing trading price of the Company’s American Depositary Shares on the last business day prior to the date of grant, translated from USD to GBP, and the RSU-style options will have an exercise price of £0.001 per ordinary share. Mr. Rawcliffe will also be entitled to additional employee benefits and to tax equalization benefits.

The Company may terminate Mr. Rawcliffe’s employment with or without cause and without notice, but Mr. Rawcliffe is required to provide at least 60 days’ advance written notice to the Company if he is terminating his employment. In the event of a termination of employment by the Company without cause or a resignation by Mr. Rawcliffe for good reason, upon a change of control, any portion of stock option awards that were granted and unvested as of the date of termination will vest and immediately become exercisable on the date of termination. Mr. Rawcliffe will also be entitled to payments under the Company’s executive severance policy in the event of a termination by the Company without cause or a resignation by Mr. Rawcliffe for good reason without a change of control and upon a change of control. The Employment Agreement also contains non-solicitation and non-competition provisions for a twelve month period as well as standard confidentiality provisions.

The foregoing summary of the Employment Agreement is qualified in its entirety by reference to the complete text of the Employment Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

In connection with Mr. Noble's transition, the Company and Mr. Noble entered into a letter agreement dated as of June 26, 2019 relating to the transition, and entered into a variation agreement dated as of June 26, 2019 that will operate to vary Mr. Noble's service agreement dated March 10, 2017 for the period from September 1, 2019 to March 31, 2020. The letter and related variation agreement cover, among other things, vesting of share options and other general terms of Mr. Noble's employment during this transition period. The foregoing summary of the letter agreement and related variation agreement is qualified in its entirety by reference to the complete text of those documents which are filed as Exhibit 10.2 and Exhibit 10.3 to this Current Report on Form 8-K and are incorporated herein by reference. In addition, on June 26, 2019 the Company also executed a letter of appointment in connection with Mr. Noble's continuing role on the Company's Board of Directors as a non-executive director effective September 1, 2019. A copy of this letter of appointment is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01 Other Events.

On June 27, 2019 the Company issued a press release announcing the developments referred to in Item 5.02 above. The press release is furnished as Exhibit 99.1 to this report and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Employment Agreement dated as of June 26, 2019 by and between Adaptimmune, LLC and Adrian Rawcliffe
10.2	James Noble Letter Agreement dated June 26, 2019
10.3	James Noble Variation Agreement dated June 26, 2019
10.4	James Noble Letter of Appointment dated June 26, 2019
99.1	Press release dated June 27, 2019

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.

ADAPTIMMUNE THERAPEUTICS PLC

Date: June 27, 2019

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

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made as of June 26, 2019 by and between Adaptimmune, LLC (the "Company"), a limited liability corporation and wholly-owned subsidiary of Adaptimmune Limited, and Adrian Rawcliffe of 440 South Broad Street, Unit 2203, Philadelphia PA 19146 ("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 September 1, 2019 ("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 be employed by the Company and shall serve as the Chief Executive Officer (CEO) of Adaptimmune Therapeutics plc (the "PLC") and in such capacity shall have the normal duties, responsibilities, functions and authority of a CEO, subject to the power and authority of the board of directors or the remuneration committee of such board of directors, as applicable (the "Board") of the 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 Group. During the Employment Period, Executive shall render such services to the Group which are consistent with Executive's position and as the Board may from time to time direct.

In this Agreement, "Group" means the 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 Board and shall devote his best efforts and his full business time and attention to the business and affairs of the Group. 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 the 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 might reasonably be considered to interfere with Executive's duties under this Agreement. It is agreed that Executive may continue to serve as a non-executive director of WAVE Life Sciences Ltd. Notwithstanding the foregoing nothing in this Agreement shall preclude the 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) Save as specifically agreed with the Board, Executive shall: (i) comply with the PLC's articles of association, rules, regulations, policies and procedures from time to time in force; (ii) comply with the rules of any securities or investment exchange or regulatory or governmental body to which the PLC is subject from time to time (including the US Securities and Exchange Commission and Nasdaq); (iii) promptly give the Company Secretary of the PLC such information as the PLC may require to enable it to comply with its legal obligations, or the requirements of Nasdaq or any other applicable

stock exchange; (iv) comply, and procure, so far as he is able, that his spouse or civil partner and dependent children (if any) or any trust in which he, his spouse, or civil partner or dependent children may be concerned or interested in as trustee or beneficiary, comply with any code of conduct relating to securities transactions by directors and specified employees applicable in the PLC or any Group Company; (v) comply with the general duties of directors set out in sections 171-177 of the United Kingdom's Companies Act 2006, as well as any other applicable common law or statutory duties owed by directors to their company; (vi) exercise his duties in compliance with the requirements of the United Kingdom's Bribery Act 2010 and use all reasonable endeavours to assist the Group in preventing bribery from being conducted on its behalf in contravention of that Act; (vii) at all times act in the best interests of the Company and use his best endeavours to promote and protect the interests of the PLC, any of its Group Companies and their employees; (viii) keep the Board at all times promptly and fully informed (in writing if requested) of his conduct of the business of the PLC and any Group Company and provide such explanations in connection with such conduct as the Board may from time to time require; and (ix) act as a role model for all other employees of the Group.

(d) Executive shall if and so long as the Board requires without further remuneration carry out his duties as instructed by the Board on behalf of any Group Company; and act as a director, officer or consultant of any Group Company.

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

(f) During the Employment Period, Executive's primary work location shall be Philadelphia, Pennsylvania; provided, however, that a) Executive may elect to perform his duties from other locations from time to time; and b) Executive shall travel to other locations and countries as and when required by the Board including, but not limited to, travel to the Group'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 September 1, 2019, shall be \$560,000 per annum, which may be modified by the Board 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 Board in accordance with the guidelines and procedures of the Group applicable to similarly situated executives with the first such review effective January 2020.

(b) Bonus. Subject to the terms of the Executive Severance Policy of the 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 Group. The initial target Annual Bonus with effect from September 1, 2019 shall be sixty percent (60%) 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, any Annual Bonus payment made to Executive shall be purely discretionary and shall not form part of Executive's contractual compensation under this Agreement. The first review of the target Annual Bonus percentage will occur in January 2020 and thereafter the target Annual Bonus percentage shall be reviewed on an annual basis. If the Company makes an Annual Bonus payment to Executive in respect of a particular calendar year, it shall not be obliged to make subsequent Annual Bonus payments in respect of subsequent calendar years.

Executive must be employed by the Company on December 31st 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 Board from changing or altering the objective criteria referred to under Section 4(b)(i), in whole or in part, in the Board'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. On or around June 27, 2019, or such other date as the Board may determine and subject to the rules of the relevant equity plan and any applicable legal or regulatory requirements, Executive shall be awarded 628,872 "market value" options to acquire ordinary shares in the PLC and 140,448 RSU-style options to acquire ordinary shares in the PLC. On or around September 1, 2019, or such other date as the Board may determine and subject to the rules of the relevant equity plan and any applicable legal or regulatory requirements, Executive shall be awarded 628,872 "market value" options to acquire ordinary shares in the PLC and 140,448 RSU-style options to acquire ordinary shares in the PLC on condition that, at the time of the award of such stock options, Executive continues to serve as the CEO of the PLC and remains employed by the Company and is not under notice of termination (given or received). The options shall vest over a period of four years from the date of grant. The market value options shall have an exercise price per ordinary share of not less than one sixth of the closing trading price of an ADS on the last business day prior to the date of grant, translated from USD to GBP, and the RSU-style options shall have an exercise price of £0.001 per ordinary share.

(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 subject to a minimum of 25 days vacation per calendar year. In the vacation year in which his employment terminates, Executive's entitlement to vacation shall accrue on a pro-rata basis for each complete month of service during the relevant year. If, on the termination of the employment, Executive has exceeded his accrued vacation entitlement, the excess may be deducted from any sums due to him unless the amounts due to him constitute "deferred compensation" for purposes of Section 409A of the Internal Revenue Code. If Executive has any unused vacation entitlement, the Board may either require the Executive to take such unused vacation during any notice period or to accept payment in lieu of vacation. Any payment in lieu of vacation shall only be made in respect of vacation accrued during Executive's final vacation year.

(f) Business Equipment. During the Employment Period, the Company shall provide Executive with specific 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 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. Directorship

(a) The PLC reserves the right to remove Executive as a director of the PLC or any Group Company at any time and for any reason. If (i) the PLC shall remove Executive from the office of director of the PLC or (ii) under the Articles of Association for the time being of the PLC Executive shall be obliged to retire by rotation (i.e., resign from the Board at the end of a term) or otherwise and the PLC in general meeting shall fail to re-elect Executive as a director of the PLC (either such case being referred to in this Section 6 as an "Event"), then Executive's employment under this Agreement shall automatically terminate with effect from the date of the Event and such termination shall be a termination without Cause for the purposes of any Executive Severance Policy that may be in force from time to time, provided always that the reasons for the Event do not include anything constituting Cause for the purposes of such Executive Severance Policy.

(b) On the termination of the Employment (however arising) or on either the Company or Executive having served notice of such termination, Executive shall at the request of the Board resign as a director of the PLC and from all offices held by him in any Group Company, including as CEO, provided however that such resignation shall be without prejudice to any claims which Executive may have against the PLC or any Group Company arising out of the termination of the Employment; and if 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 his behalf in order to give effect to Executive's undertaking in this Section 6.

7. Confidential Information

(a) Executive shall not, except as may be required to perform his 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 PLC or any Group Company, 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 PLC or any Group 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 PLC or any Group Company (and any successor or assignee of the PLC or any Group Company). 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 PLC or any Group Company including, but not limited to, documents, records, or materials containing any Confidential Information, except as necessary to perform Executive's work for the Group.

(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 PLC or any Group Company 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 PLC or any Group Company which Executive received in connection with Executive's employment with the 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.

8. 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 Group's premises, in connection with the Group's business (w) while employed by the Company, or (x) with the use of the time, materials, or facilities of the Group, or (y) relating to any product, service, or activity of the Group of which Executive has knowledge, or (z) suggested by or resulting from any work performed by Executive for the Group.

(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 its and their directors, officers, agents, employees, contractors, successors, or assigns. For the avoidance of doubt, this Section 8(c) 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 Group'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 Group's equipment, supplies, facilities, or trade secret information; and (iv) did not result from any work Executive performed for the Group.

(f) Executive agrees, represents, and warrants that to the extent any Prior Work Product exists relating in any way to the Group'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 7, 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.

(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 8, except that the Company, in its sole discretion, may reimburse Executive for any reasonable expenses which Executive may incur on behalf of the Company.

9. 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.

10. 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.

(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 7, 8 or 10 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 Section 7, 8 and 10 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.

(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 his relationship with the Company.

11. 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 Board.

12. 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.

13. Survival. Sections 5 through 19 and Sections 22 through 27, inclusive, shall survive and continue in full force in accordance with their terms notwithstanding the termination of the Employment Period.

14. 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:

Notices to Executive:

Adrian Rawcliffe

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

Notices to the Company:

Adaptimmune, LLC

351 Rouse Boulevard

The Navy Yard

Philadelphia

PA 19112

Attention: VP, Human Resources

With copy to:

Adaptimmune Therapeutics plc

60 Jubilee Avenue

Milton Park

Abingdon

Oxfordshire OX14 4RX

England

Attention: Company Secretary

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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Successors and Assigns. This Agreement, including, but not limited to, the terms and conditions in Sections 7, 8 and 10, 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 7, 8 and 10) 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.

20. Withholding: Payment of Taxes.

(a) U.S. Income Tax Withholding. The Company shall withhold from Executive's compensation from the Company and remit to U.S. federal, state, local, or foreign taxing authorities any income taxes and any other amounts that may be required to be remitted pursuant to U.S. federal, state, local laws, or foreign laws and regulations.

(b) UK Taxes. The Company shall remit, as such taxes become due, any income taxes required by the laws of the United Kingdom (the "UK") to be paid or withheld from Executive's compensation in respect of Executive's services for the Company in the UK. For purposes of this Section 20(b), income tax shall mean any income taxes, and any other charges, fees, assessments or any other taxes that may be assessed by UK taxing authorities on Executive's compensation from the Company pursuant to any law of the UK or governmental regulation thereunder. Notwithstanding the foregoing, social security and Medicare taxes shall be remitted to the United States government, and the Company and Executive shall complete all applicable documentation required to exempt Executive from UK social security taxes.

21. Tax Equalization/Tax Indemnity.

(a) Generally. The Company agrees that it shall indemnify Executive for any additional taxes incurred by him as a result of Executive performing services for the Company and its affiliates in the United Kingdom, such that Executive will not incur a greater combined U.S. federal, state, local, and United Kingdom income tax expense in respect of his compensation from the Company than he would have if he were performing his services for the Company and its affiliates entirely in the United States during each year or partial year of his employment with the Company. Executive's total compensation under this Agreement will be adjusted to fulfill the tax indemnity provisions of this paragraph

(any additional amount payable by the Company to Executive pursuant to this paragraph 21 being a "Tax Indemnity Amount"). The Company shall also pay or reimburse Executive for the cost of preparing his U.S. federal, state, local, and United Kingdom income tax returns by an accounting firm in order to implement this paragraph 21. If such income tax return preparation expenses are reimbursed, such reimbursement shall be made no later than December 31 of the year following the year in which the expense is incurred by Executive.

(b) Tax Indemnity Adjustments.

21(b)(i) Any Tax Indemnity Amount payable to Executive pursuant to this paragraph 21 shall be paid promptly following a determination that such amount is due and in any event, no later than the end of the second calendar year beginning after the calendar year in which the Executive's U.S. federal income tax return is required to be filed (including any extensions) for the year to which the compensation subject to the tax neutrality/tax indemnify payment relates, or, if later, the second calendar year beginning after the latest such calendar year in which the Executive's foreign tax return or payment is required to be filed or made for the year to which the compensation subject to the tax neutrality/tax indemnify payment relates. Where such additional payments arise due to an audit, litigation or similar proceeding, the payments shall be scheduled and made in accordance with the provisions of Treas. Reg. §1.409A-3(i)(1)(v) (relating to the timing of tax gross-up payments).

21(b)(ii) If for any UK income tax year, (i) amounts withheld from Executive's compensation by the Company to satisfy applicable UK withholding obligations in respect of Executive's services in the UK are insufficient to cover such withholding obligations (the "Insufficiency Amount"), and (ii) Executive will receive a foreign tax credit on his U.S. foreign tax return for such withholdings and for any additional amounts Executive pays to the Company or to the United Kingdom tax authorities to cover such insufficiency such that, as a result, Executive will not incur a greater combined U.S. federal, state, local, and United Kingdom income tax expense in respect of his compensation from the Company than he would have if he were performing his services for the Company and its affiliates entirely in the United States during each year or partial year of his employment with the Company, Executive shall pay the Insufficiency Amount (or, if less, the part of the Insufficiency Amount such that Executive would not incur a greater combined U.S. federal, state, local, and United Kingdom income tax expense in respect of his compensation from the Company than he would have if he were performing his services for the Company and its affiliates entirely in the United States during each year or partial year of his employment with the Company) to the Company within 60 days after the Insufficiency Amount is determined. Executive shall not be liable to the Company for any penalties, interest or other liabilities assessed by UK taxing authorities against the Company for its failure to withhold sufficient amounts from Executive's compensation.

22. 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.

23. 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 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.

24. 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.

25. 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 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 7, 8 or 10 of this Agreement. In the event of an alleged breach of Sections 7, 8 or 10 of this Agreement by Executive, the Company has the option to elect between arbitration and a judicial forum.

26. 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 his 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 the Company or any of its affiliates or subsidiaries in 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.

27. 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 27, 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.

28. 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 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, 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.

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

ADAPTIMMUNE, LLC

By: /s/ Helen Tayton-Martin

Name: Helen Tayton-Martin

Position: President and Secretary

/s/Adrian Rawcliffe

Adrian Rawcliffe



26 June 2019

BY HAND AND EMAIL

Mr James Noble
Brock House
Sheepdrove
Lambourn
Berkshire
RG17 7XA

Dear James

I am writing on behalf of Adaptimmune Therapeutics PLC (the Company), following our recent discussions during which you shared your intention to transition by resigning from your role as Chief Executive Officer.

Your insight into the Company's business will be invaluable to the Company's board of directors and I have therefore set out below the arrangements the Company's board of directors has agreed relating to your transition from CEO to your new role on the board as a non-executive director.

- Your transition will take place during your nine month employment notice period which will start to run from today. Your notice period shall expire on 31 March 2020.
- Your transition from the CEO role to your role as a non-executive director will be announced internally and to the market on 27 June 2019.
- The first two months of your notice period, to 31 August 2019, shall be treated as the initial transition phase, during which you will carry out a comprehensive handover of your CEO duties to your successor.
- With effect from 1 September 2019 you will serve on the Company's board as a non-executive director. In that role, you will remain an employee of the Company though your executive duties will cease and you will be subject to amended terms and conditions (set out in Appendix 1). You will not be treated as an independent director for any board purposes for a period of three years.
- Your employment with the Company shall terminate on 31 March 2020. Until that date, you will continue to enjoy your current salary and benefits and will be eligible to receive a bonus in respect of 2019, based on a multiplier that is no lower than the agreed 2019 company multiplier, subject to your current service agreement and the usual processes.
- Your share options will continue to vest, subject to the relevant plan rules and in accordance with the respective vesting schedule. By executing a copy of this letter as a deed, you agree to release and surrender with effect from 31 March 2020, for no consideration, those share options that shall not have vested by 31 March 2020 (which are set out in Schedule 1 for convenience). Provided you remain Connected (as defined in the relevant plan rules) until at least 31 March 2020, you shall be permitted a period of 12 months from the date that you cease to be Connected to exercise those share options that shall have vested by 31 March 2020, subject always to the relevant plan rules.
- From 1 April 2020, you will cease to be an employee and you will be eligible to receive director's fees and/or equity awards, as you choose, in line with the Company's offering to non-executive directors, pro-rated as necessary, and as set out in the appointment letter relating to your role as a non-executive director.
- There will be no bonus award made to you (pro-rata or otherwise) in respect of 2020.

Adaptimmune Therapeutics plc, 60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RX, United Kingdom
T: +44 (0)1235 430000 www.adaptimmune.com Registered in England no: 09338148

The contractual variation to your service agreement which applies during the period from 1 September 2019 to 31 March 2020 is set out in the appendix to this letter. You have also been provided with a separate NED appointment agreement.

I trust this clarifies the position. Please do let me know if you have any queries.

Yours sincerely

/s/ David M. Mott

David M. Mott
Chairman
Adaptimmune Therapeutics PLC

I confirm I agree to the arrangements set out in this letter.

Signed as a deed by
JAMES JULIAN NOBLE

/s/ James Julian Noble (Signature)

James Julian Noble (Print name)

In the presence of a witness

/s/ William C. Bertrand (Witness signature)

William C. Bertrand (Witness name)

William C. Bertrand
21729 Brink Meadow Lane
Germantown, MD 20876

(Address of witness)

Schedule 1

Grant Date	Grant No	Option price per Ordinary share	Options vested at 31 March 2020 (Ordinary shares)	Options unvested and released at 31 March 2020 (Ordinary shares)
20 March 2015	20	£ 0.3557	3,500,000	
18 January 2016	418	£ 0.89	1,968,016	
13 January 2017	529	£ 0.59	1,641,106	431,870
12 January 2018	918	£ 0.96	931,632	788,304
12 January 2018	995	£ 0.001	192,060	192,060
4 January 2019	1567	£ 0.001	140,448	421,344
4 January 2019	1568	£ 0.70	733,698	1,781,838

Appendix 1

THIS VARIATION AGREEMENT is made the day of June 2019

BETWEEN

- 1. ADAPTIMMUNE THERAPEUTICS PLC**, a company incorporated and registered in England and Wales under company number 09338148 whose registered office is at 60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RX (“**the Company**”); and
- 2. JAMES JULIAN NOBLE**, of Brock House, Sheepdrove, Lambourn, Berkshire RG17 7XA (“**the Executive**”)

- A. The Board has approved this Variation Agreement which shall operate to vary the Executive’s service agreement dated 10 March 2017 (“**the Service Agreement**”) for the period 1 September 2019 to 31 March 2020. Save as varied by this Variation Agreement, the Service Agreement remains in full force and effect.
- B. The Executive will enter into a letter of appointment as a Non-Executive Director with the Company on or around the same date as he enters into this Variation Agreement (“**the NED Appointment Letter**”). The NED Appointment Letter shall apply to the Executive from 1 September 2019 for the duration of his Board appointment.
- C. The Executive’s employment with the Company will terminate on 31 March 2020, being the expiry of his nine month notice period under the Service Agreement.

1. INTERPRETATION

In this Variation Agreement, all defined words and expressions shall have the same meaning as in the Service Agreement unless otherwise stated.

2. TERM OF VARIATION AGREEMENT

This Variation Agreement shall be effective from 1 September 2019 to 31 March 2020.

3. APPOINTMENT

Clause 2 of the Service Agreement shall be deleted and replaced by the provisions set out in clause 1 of the NED Appointment Letter (Appointment).

4. SCOPE OF THE EMPLOYMENT

Clauses 4.1 to 4.5 of the Service Agreement shall be deleted and replaced by the provisions set out in clause 3 of the NED Appointment Letter (Role and Duties).

5. HOURS

Clauses 5.1 and 5.2 of the Service Agreement shall be deleted and replaced by the provisions set out in clause 2 of the NED Appointment Letter (Time Commitment).

6. PLACE OF WORK

Clause 5.3 of the Service Agreement shall be amended as follows:

“5.3 The Executive’s principal place of work will be Brock House, Sheepdrove, Lambourn, Berkshire RG17 7XA”

7. EXPENSES

Clause 10 of the Service Agreement shall be deleted and replaced by clause 4.3 of the NED Appointment Letter.

8. ENTIRE AGREEMENT

Clause 25 of the Service Agreement shall be amended as follows:

“25. This Agreement, together with the Variation Agreement, relevant provisions of the NED Appointment Letter and further documents referred to in the NED Appointment Letter, including the Company’s articles of association that were adopted with effect from 6 May 2015 (as amended from time to time) constitute 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 he has no outstanding claim or any kind against the Company and/or any Group Company and in entering into this Agreement he has not relied on any Pre-Contractual Statement.”

Signed as a deed by
JAMES JULIAN NOBLE

_____ (Signature)

_____ (Print name)

In the presence of a witness

_____ (Witness signature)

_____ (Witness name)

Address of witness

Signed as a deed by
ADAPT IMMUNE THERAPEUTICS PLC
acting by a director

_____ (Director signature)

_____ (Print name)

Director

In the presence of a witness

_____ (Witness signature)

_____ (Witness name)

Address of witness

VARIATION AGREEMENT

THIS VARIATION AGREEMENT is made the 26th day of June 2019

BETWEEN

1. **ADAPTIMMUNE THERAPEUTICS PLC**, a company incorporated and registered in England and Wales under company number 09338148 whose registered office is at 60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RX (“**the Company**”); and
2. **JAMES JULIAN NOBLE**, of Brock House, Sheepdrove, Lambourn, Berkshire RG17 7XA (“**the Executive**”)

- A. The Board has approved this Variation Agreement which shall operate to vary the Executive’s service agreement dated 10 March 2017 (“**the Service Agreement**”) for the period 1 September 2019 to 31 March 2020. Save as varied by this Variation Agreement, the Service Agreement remains in full force and effect.
- B. The Executive will enter into a letter of appointment as a Non-Executive Director with the Company on or around the same date as he enters into this Variation Agreement (“**the NED Appointment Letter**”). The NED Appointment Letter shall apply to the Executive from 1 September 2019 for the duration of his Board appointment.
- C. The Executive’s employment with the Company will terminate on 31 March 2020, being the expiry of his nine month notice period under the Service Agreement.

1. INTERPRETATION

In this Variation Agreement, all defined words and expressions shall have the same meaning as in the Service Agreement unless otherwise stated.

2. TERM OF VARIATION AGREEMENT

This Variation Agreement shall be effective from 1 September 2019 to 31 March 2020.

3. APPOINTMENT

Clause 2 of the Service Agreement shall be deleted and replaced by the provisions set out in clause 1 of the NED Appointment Letter (Appointment).

4. SCOPE OF THE EMPLOYMENT

Clauses 4.1 to 4.5 of the Service Agreement shall be deleted and replaced by the provisions set out in clause 3 of the NED Appointment Letter (Role and Duties).

5. HOURS

Clauses 5.1 and 5.2 of the Service Agreement shall be deleted and replaced by the provisions set out in clause 2 of the NED Appointment Letter (Time Commitment).

6. PLACE OF WORK

Clause 5.3 of the Service Agreement shall be amended as follows:

“5.3 The Executive’s principal place of work will be Brock House, Sheepdrove, Lambourn, Berkshire RG17 7XA”

7. EXPENSES

Clause 10 of the Service Agreement shall be deleted and replaced by clause 4.3 of the NED Appointment Letter.

8. ENTIRE AGREEMENT

Clause 25 of the Service Agreement shall be amended as follows:

“25. This Agreement, together with the Variation Agreement, relevant provisions of the NED Appointment Letter and further documents referred to in the NED Appointment Letter, including the Company’s articles of association that were adopted with effect from 6 May 2015 (as amended from time to time) constitute 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 he has no outstanding claim or any kind against the Company and/or any Group Company and in entering into this Agreement he has not relied on any Pre-Contractual Statement.”

Signed as a deed by
JAMES JULIAN NOBLE

/s/ James Julian Noble (Signature)

James Julian Noble (Print name)

In the presence of a witness

/s/ William C. Bertrand (Witness signature)

William C. Bertrand (Witness name)

William C. Bertrand
21729 Brink Meadow Lane
Germantown, MD 20876
Address of witness

Signed as a deed by
ADAPT IMMUNE THERAPEUTICS PLC
acting by a director

/s/ David Mott (Director signature)

David Mott (Print name)
Director

In the presence of a witness

/s/ William C. Bertrand (Witness signature)

William C. Bertrand (Witness name)

William C. Bertrand
21729 Brink Meadow Lane
Germantown, MD 20876
Address of witness



26 June 2019

Mr James Noble
Brock House
Sheepdrove
Lambourn
Berkshire RG17 7XA

Dear James

Letter of appointment

The board of directors (“**Board**”) of Adaptimmune Therapeutics plc (“**Company**”) is pleased that you have agreed to remain on the Board and to serve as a non-executive director with effect from 1 September 2019.

The terms of this letter will apply with effect from 1 September 2019. You will be based in and perform your role as a non-executive director from Brock House, Sheepdrove, Lambourn, Berkshire RG17 7XA.

This letter sets out the main terms of your appointment. If you need any more information, please let me know.

By accepting this appointment, you confirm that you are not subject to any restrictions which prevent you from holding office as a director.

1. APPOINTMENT

- 1.1 Subject to the remaining provisions of this letter, your appointment shall continue until terminated by either party giving to the other three months’ prior written notice at any time after 1 April 2020.
- 1.2 Your appointment is subject to the Company’s articles of association that were adopted with effect from 6 May 2015 (as amended from time to time) (“**Articles**”) (a copy of the Articles has been supplied to you). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company.
- 1.3 You may be asked to serve as a non-executive director on the board of any of the Company’s subsidiaries or joint ventures. Any such appointment will be covered in a separate communication.
- 1.4 Notwithstanding paragraph 1.1 to paragraph 1.3, your appointment is subject to the satisfactory performance of your role as a non-executive director of the Board and any relevant statutory provisions relating to removal of a director. Your appointment is also subject to your being re-elected at forthcoming annual general meetings in accordance with the Articles. Further, the Company may terminate your appointment with immediate effect if you have:
 - 1.4.1 committed a material breach of your obligations under this letter;

Adaptimmune Therapeutics plc, 60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RX, United Kingdom
T: +44 (0)1235 430000 www.adaptimmune.com Registered in England no: 09338148

- 1.4.2 committed any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your statutory, fiduciary or common-law duties);
 - 1.4.3 been guilty of any fraud or dishonesty or acted in any manner which, in the Company's opinion, brings or is likely to bring you or the Company into disrepute or is materially adverse to the Company's interests (including a breach of paragraph 7.4.3);
 - 1.4.4 been convicted of an arrestable criminal offence other than a road traffic offence for which a fine or non-custodial penalty is imposed (including if you are convicted of the criminal offence of insider dealing under the Criminal Justice Act 1993 or any similar conviction in the United States);
 - 1.4.5 been declared bankrupt or have made an arrangement with or for the benefit of your creditors, or if you have a county court administration order made against you under the County Court Act 1984, or if you are the subject of insolvency or similar proceedings in the United States, whether in a state or federal court, or any other jurisdiction; or
 - 1.4.6 been disqualified from acting as a director.
- 1.5 On termination of your appointment, you shall, at the Company's request, resign from your office as a director of the Company and any offices you hold in any member of the Company's group of companies (a "**Group Company**") and from all trusteeships held by you of any pension scheme or other trusts established by any Group Company. Should you fail to do so, you irrevocably appoint any member of the Board as your attorney in your name and on your behalf to sign any documents and take such other steps as are necessary to give effect to those resignations.
- 1.6 If matters arise which cause you concern about your role, you should discuss these matters with the chairman.

2. TIME COMMITMENT

- 2.1 You will be expected to devote such time as is necessary for the proper performance of your duties. Overall we anticipate that you will spend a minimum of 10 days a year on work for the Company.
- (a) Board role. This will include attendance at Board meetings and Board away days. In addition, you will be required to consider all relevant papers before each meeting. Unless urgent and unavoidable circumstances prevent you from doing so, it is expected that you will attend the meetings outlined in this paragraph.
 - (b) Shareholder meetings. You should endeavour to attend general meetings of shareholders of the Company when requested to do so by the chairman and unless otherwise arranged with the chairman.
- 2.2 The nature of the role makes it impossible to be specific about the maximum time commitment. You may be required to devote additional time to the Company in respect of preparation time for meetings and ad hoc matters that may arise and particularly when

the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board or shareholder meetings.

- 2.3 By accepting this appointment, you confirm that, taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively. You should obtain the agreement of the chairman before accepting additional commitments that might affect the time you are able to devote to your role as a non-executive director of the Company.

3. ROLE AND DUTIES

- 3.1 The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:
- 3.1.1 provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
 - 3.1.2 set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance; and
 - 3.1.3 set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.
- 3.2 As a non-executive director, you shall have the same general legal responsibilities to the Company as any other director. You are expected to perform your duties (whether statutory, fiduciary or common law) faithfully, diligently and to a standard commensurate with the functions of your role and your knowledge, skills and experience.
- 3.3 You shall exercise your powers in your role as a non-executive director having regard to relevant obligations under prevailing law and regulation, including the Companies Act 2006 and the relevant rules and requirements of the US Securities and Exchange Commission and of Nasdaq.
- 3.4 You shall have particular regard to the general duties of directors in Part 10 of the Companies Act 2006, including the duty to promote the success of the Company under which all directors must act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. In doing so, as a director, you must have regard (among other matters) to:
- 3.4.1 the likely consequences of any decision in the long term;
 - 3.4.2 the interests of the Company's employees;
 - 3.4.3 the need to foster the Company's business relationships with suppliers, customers and others;
 - 3.4.4 the impact of the Company's operations on the community and the environment;

- 3.4.4 the desirability of the Company maintaining a reputation for high standards of business conduct; and
- 3.4.5 the need to act fairly as between the members of the Company.
- 3.5 In your role as a director, you shall also be required to:
 - 3.5.1 constructively challenge and help develop proposals on strategy;
 - 3.5.2 scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
 - 3.5.3 satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;
 - 3.5.4 be responsible for determining appropriate levels of remuneration of executive officers and directors and have a prime role in appointing and, where necessary, removing senior management and in succession planning;
 - 3.5.5 devote time to developing and refreshing your knowledge and skills;
 - 3.5.6 uphold high standards of integrity and probity and support the chairman, directors and senior management in instilling the appropriate culture, values and behaviours in the boardroom and beyond;
 - 3.5.7 insist on receiving high-quality information sufficiently in advance of Board meetings;
 - 3.5.8 take into account the views of shareholders and other stakeholders where appropriate;
 - 3.5.9 make sufficient time available to discharge your responsibilities effectively;
 - 3.5.10 exercise relevant powers under, and abide by, the Articles;
 - 3.5.11 disclose the nature and extent of any direct or indirect interest you may have in any matter being considered at a Board meeting and, except as permitted under the Articles you will not vote on any resolution of the Board on any matter where you have any direct or indirect interest;
 - 3.5.12 immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or other director of the Company of which you become aware to the chairman;
 - 3.5.13 exercise your powers as a director in accordance with the Company's policies and procedures and the Bribery Act 2010, the US Foreign and Corrupt Practices Act 1977 and any other applicable bribery or corruption legislation; and
 - 3.5.14 not do anything that would cause you to be disqualified from acting as a director.

- 3.6 Unless the Board specifically authorises you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.
- 3.7 You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary to enable you to discharge your responsibilities as a non-executive director.

4. FEES, EXPENSES AND SHARE OPTIONS

- 4.1 Subject to paragraph 4.2, you will be entitled to a fee of \$40,000 per annum ("**Annual Fee**") with effect from 1 September 2019, payable monthly in arrears, for acting as a non-executive director. You acknowledge that you have agreed to waive the portion of the Annual Fee in respect of the period from 1 September 2019 to and including 31 March 2020. The Annual Fee will be pro-rated as necessary and reviewed on an annual basis and any revised annual fee ("**Revised Annual Fee**") will be determined by the directors. Any payment of fees will be subject to the deduction of applicable taxes and social security payments.
- 4.2 You may make an election, on an annual basis, to be awarded options to acquire ordinary shares of £0.001 each in the capital of the Company ("**Share Options**") of an equivalent value (as determined by the directors) to the Annual Fee, pro-rated as necessary, or the Revised Annual Fee, as the case may be, and in lieu of the Annual Fee, pro-rated as necessary, or the Revised Annual Fee.
- 4.3 The Company shall reimburse you for all reasonable and properly documented expenses that you incur in performing the duties of your office, to include travel and accommodation related to your attendance at Board meetings and other meetings necessary for the proper performance of your duties as a non-executive director.
- 4.4 On termination of your appointment, you shall only be entitled to such pro-rata amount of the Annual Fee or Revised Annual Fee (where applicable) that is outstanding and payable up to the date of termination, and reimbursement in the normal way of any expenses properly incurred before that date. For the avoidance of doubt, if you have elected to be awarded Share Options in lieu of the Annual Fee or Revised Annual Fee in a year in which your appointment terminates, you will not be entitled to the payment of any Annual Fee or Revised Annual Fee in relation to that year pursuant to this paragraph 4.4.
- 4.5 You will be awarded 31,000 Share Options and, if an election is made, Share Options of an equivalent value to the Annual Fee, pro-rated, on or around 1 April 2020 (or such other date as the directors may determine), and on condition that you continue to serve as a director at the time of the award of such Share Options. These Share Options will vest on the first anniversary of the date they are awarded. Thereafter, on or around each 1 July (or such other date as the directors may determine), during your period of appointment, you will be awarded such further number of Share Options as the directors may determine at the time, subject to such vesting provisions as the directors may determine. The exercise price for all Share Options awarded to you will be derived from the trading price of American Depositary Shares representing ordinary shares ("**ADSs**") on Nasdaq on or around the date they are awarded, and, where applicable, will be expressed in pounds sterling by translating the relevant ADS price from US dollars into

pounds sterling at such translation rate on or around the date of the award of the relevant Share Options as the directors deem appropriate.

Such adjustments as the directors, in their reasonable opinion, consider to be fair and appropriate will be applied to the operation of this paragraph 4.5 in the event of a variation in the share capital of the Company. All Share Options awarded to you will be subject to the terms and conditions of the Company's 2015 Share Option Scheme (as amended from time to time). If you are a U.S. taxpayer, the exercise price for all Share Options awarded to you and the other terms and conditions of the option grants shall comply with Section 409A of the Internal Revenue Code (of the United States) and the regulations and written guidance promulgated thereunder for options that are intended to be exempt from the application of Section 409A.

5. OUTSIDE INTERESTS

- 5.1 You have already disclosed to the Board the significant commitments you have outside of your role in the Company. You must inform the chairman and the company secretary in advance of any changes to these commitments. In certain circumstances, you may have to seek the Board's agreement before accepting further commitments which either might give rise to a conflict of interest or a conflict with any of your duties to the Company.
- 5.2 It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. If you become aware of any further potential or actual conflicts of interest, these should be disclosed to the chairman and company secretary as soon as you become aware of them and again you may have to seek the agreement of the Board.
- 5.3 During the appointment you agree that you will not, without the prior consent of the 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 your duties as a non-executive director. Notwithstanding the above, this clause shall not prohibit you from holding (directly or through nominees) 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.

6. CONFIDENTIALITY

- 6.1 You acknowledge that all Confidential Information acquired during your appointment should not be released, communicated or disclosed to third parties or used for any reason other than in the interests of the Company, either during your appointment or following termination (by whatever means), without prior clearance from the chairman.
- 6.2 In particular, during your appointment (except in the proper performance of your duties) or at any time (without limit) after the termination of the appointment, you agree not to:
 - 6.2.1 divulge or communicate to any person, company, business entity or other organisation;

6.2.2 use for your own purposes or for any purposes other than those of the Company or any Group Company; or

6.2.3 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 you or any other person on your behalf).

6.3 For the purposes of this appointment, “**Confidential Information**” shall mean, in relation to the Company or any Group Company:

6.3.1 trade secrets;

6.3.2 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;

6.3.3 any inventions or improvements which you may make or discover during your appointment;

6.3.4 any information relating to the business or prospective business;

6.3.5 details of suppliers, their services and their terms of business;

6.3.6 details of customers and their requirements, the prices charged to them and their terms of business;

6.3.7 pitching material, marketing plans and sales forecasts of any past, present or future products or services;

6.3.8 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);

6.3.9 proposals relating to the acquisition or disposal of a company or business or any part thereof;

6.3.10 proposals for expansion or contraction of activities, or any other proposals relating to the future;

6.3.11 details of employees and officers and of the remuneration and other benefits paid to them;

6.3.12 information given in confidence by clients, customers, suppliers or any other person;

6.3.13 any other information which you are notified is confidential; and

6.3.14 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 your possession by virtue of your appointment and which is not in the public domain and all information which has been or may be derived or obtained from any such information.

For the avoidance of doubt, these restrictions shall not apply to any information which shall become available to the public generally (otherwise than through an unauthorised disclosure by you or any other person on your behalf).

6.4 Furthermore, you acknowledge 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 you 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 your equipment and/or systems:

6.4.1 shall be and remain the property of the Company or the relevant Group Company; and

6.4.2 shall be handed over to the Company or the relevant Group Company on demand and in any event on the termination of your appointment.

6.5 You acknowledge the need to hold and retain Company information (in whatever format you may receive it) under appropriately secure conditions.

6.6 Nothing in this paragraph 6 shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

7. COMPLIANCE

7.1 You acknowledge the need to have regard to the requirements under both law and regulation as to the disclosure of inside information, in particular to section 52 of the Criminal Justice Act 1993 on insider dealing. You should avoid making any statements that might risk a breach of these requirements. If in doubt, please contact the company secretary.

7.2 During your period of appointment, you are required to comply with and procure, so far as you are able, that your spouse or civil partner and dependent children (if any) or any trust in which you or your spouse or civil partner or dependent children may be concerned or interested as a trustee or beneficiary, comply with any code of conduct relating to securities transactions by directors and senior employees adopted by the Company or any Group Company from time to time.

7.3 During your period of appointment, you are required to promptly give the Company such information as the Company or any Group Company may require to enable it to comply with its legal and regulatory obligations whether to any securities or investment

exchange or regulatory or governmental body to which any Group Company is, from time to time, subject (including Nasdaq) or howsoever arising.

7.4 During your period of appointment, you are required to comply with:

7.4.1 the Articles;

7.4.2 all applicable internal codes, policies and procedures adopted by the Company from time to time; and

7.4.3 the rules of any securities or investment exchange or regulatory or governmental body to which the Company is subject from time to time (including the US Securities and Exchange Commission and Nasdaq).

8. INSURANCE

The Company has directors' and officers' liability insurance and it intends to maintain such cover, at its expense, for the full term of your appointment subject to the provisions governing that insurance and on such terms as the Board may from time to time decide. The indemnity limit will be advised to you from time to time. A copy of the policy document is available from the company secretary.

9. CHANGES TO PERSONAL DETAILS

You shall advise the company secretary promptly of any change in your address or other personal contact details.

10. RETURN OF PROPERTY

On termination of your appointment with the Company however arising, or at any time at the Board's request, you shall immediately return to the Company all documents, records, papers or other property belonging to the Company or any company in the Company's group which may be in your possession or under your control, and which relate in any way to the Company's or a Group Company's business affairs and you shall not retain (nor allow anyone on your behalf to retain) any copies thereof.

11. INVENTIONS AND INTELLECTUAL PROPERTY RIGHTS

11.1 For the purposes of this paragraph 11 the following definitions apply:

11.1.1 **"Appointment Inventions"** means any Invention which is made wholly or partially by you at any time during the course of your duties to the Company (whether or not using Company premises or resources, and whether or not recorded in material form).

11.1.2 **"Appointment IPRs"** means Intellectual Property Rights created by you in the course of your appointment with the Company (whether or not using Company premises or resources).

- 11.1.3 **“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.
- 11.2 You acknowledge that all Appointment IPRs, Appointment Inventions and all materials embodying them shall belong to the Company to the fullest extent permitted by law and hereby assign, (and to the extent not capable of immediate or prospective assignment, agrees to assign) all such Appointment IPRs and Appointment Inventions to the Company.
- 11.3 You acknowledge that, because of the nature of your duties and responsibilities as a non-executive director, you have and shall have at all times while you are engaged by the Company, a special obligation to further the interests of the Company.
- 11.4 To the extent that title in any Appointment IPRs or Appointment Inventions do not belong the Company by virtue of paragraph 11, you agree, 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:
- 11.4.1 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;
- 11.4.2 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;
- 11.4.3 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
- 11.4.4 the Expert’s fees and any costs properly incurred by him in arriving at his 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.

You agree that the provisions of this paragraph 11 shall apply to all Appointment IPRs and Appointment Inventions offered to the Company under this paragraph 11 until such time as the Company has agreed in writing that you may offer them for sale to a third party.

- 11.5 You agree:
- 11.5.1 to give the Company full written details of all Appointment Inventions and Appointment IPRs which relate to or are capable of being used in the business of the Company or any Group Company promptly on their creation;
 - 11.5.2 at the Company's request and in any event on the termination of your appointment 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 Appointment IPRs;
 - 11.5.3 not to attempt to register any Appointment IPR nor patent any Appointment Invention unless requested to do so by the Company; and
 - 11.5.4 to keep confidential each Appointment Invention and Appointment IPR unless the Company has consented in writing to its disclosure by you.
- 11.6 You waive all your 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 Appointment IPRs, and agree not to support, maintain nor permit any claim for infringement of moral rights in such copyright works.
- 11.7 You acknowledge that, except as provided by law, no further remuneration or compensation other than that provided for in this letter is or may become due to you in respect of your compliance with this paragraph 11. This is without prejudice to your rights under the Patents Act 1977.
- 11.8 You undertake to execute all documents and do all acts both during and after your engagement as a non-executive director (or any other position within the Company) as may, in the opinion of the Board, be necessary or desirable to vest the Appointment IPRs in the Company, to register them in the name of the Company and to protect and maintain the Appointment IPRs and the Appointment 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 Appointment IPRs. The Company agrees to reimburse your reasonable expenses of complying with this paragraph 11.
- 11.9 You agree 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.
- 11.10 You hereby irrevocably appoint the Chief Executive Officer of the Company (from time to time) to be your attorney to execute and do any such instrument or thing and generally to use his name for the purpose of giving the Company or its nominee the benefit of this paragraph 11. You acknowledge in favour of a third party that a certificate in writing signed by any director or the company secretary of the Company that any instrument or act falls within the authority conferred by this paragraph 11 shall be conclusive evidence that such is the case.

12. DATA PROTECTION

- 12.1 The Company will collect and process information relating to you in accordance with its privacy notice.
- 12.2 When handling personal data in connection with your appointment by the Company on the terms of this letter, you shall comply with the applicable Company policies on data protection and information security, including personal data relating to any director, officer, employee, customer, client, supplier or agent of the Company or any Group Company.
- 12.3 You shall notify the Board as soon as you become aware of a personal data breach by the Company or any Group Company. You will provide such information as the Board require in relation to any such personal data breach.
- 12.4 Failure to comply with the Company's policies on data protection and information security, including a failure to report a personal data breach, may lead to your appointment under the terms of this letter being terminated.
- 12.5 For the purposes of this letter "personal data breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data being processed by the Company or any Group Company
- 12.6 The Company may update its privacy notice and/or its data protection policy at any time and will notify you of any changes.

13. THIRD PARTY RIGHTS

No one other than you and the Company shall have any rights to enforce the terms of this letter.

14. ENTIRE AGREEMENT

- 14.1 For the period 1 September 2019 to 31 March 2020, the terms of this letter shall apply to you together with the terms of your service agreement with the Company dated 10 March 2017 (as varied). From 1 April 2020, this letter and any document referred to in it constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter. Nothing in this letter shall affect any post termination obligations you have to the Company as a former employee, which shall remain in full force and effect.
- 14.2 You agree that you shall have no remedies in respect of any representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter and you shall not have any claim for innocent or negligent misrepresentation based on any statement in this letter.

15. VARIATION

No variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

16. GOVERNING LAW AND JURISDICTION

Your appointment with the Company and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and you and the Company irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this appointment or its subject matter or formation (including non-contractual disputes or claims).

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter to me.

Yours sincerely

/s/ David M. Mott

David M. Mott
Chairman

For and on behalf of Adaptimmune Therapeutics plc

I confirm and agree to the terms of my appointment as a non-executive director of Adaptimmune Therapeutics plc as set out in this letter.

SIGNED as a deed by James Julian Noble in the presence of:

/s/ James Julian Noble

Witness's signature: /s/ William C. Bertrand

Witness's name:
(in capitals): WILLIAM C. BERTRAND

Witness's address: William C. Bertrand
21729 Brink Meadow Lane
Germantown, MD 20876



Adrian Rawcliffe to Succeed James Noble as Adaptimmune Chief Executive Officer

- James Noble will transition to become a Non-Executive Director -

PHILADELPHIA and OXFORDSHIRE, United Kingdom, June 27, 2019 — Adaptimmune Therapeutics plc (Nasdaq:ADAP), today announced that Adrian Rawcliffe, currently Chief Financial Officer (CFO) of the Company, will succeed James Noble as Chief Executive Officer (CEO). This transition will occur when James retires from his executive duties and transitions to a non-executive director role on the Company's Board on September 1, 2019. Adrian will join the Board of Directors from the same date.

"Following James' request early last year, the Board has been planning for leadership succession. Today, I am pleased to announce Adrian's appointment, following a rigorous global selection process," said David Mott, Adaptimmune's Chairman of the Board. "We were very fortunate to have Adrian as a candidate, not only given his role as CFO, covering a wide range of responsibilities from manufacturing to information management, but also his previous experiences at GSK. I want to thank James for his leadership, energy and drive, which has delivered the Company's science, current pipeline, manufacturing expertise, and strong teams. Based on these strengths, Adrian will now lead the Company towards commercialization."

"I am delighted and privileged to have been chosen to succeed James as CEO. Since I joined Adaptimmune, I have been intimately involved in building the Company working alongside the Executive Committee and the Board. The opportunity for cell therapy to transform the lives of cancer patients is profound. Over the next two months, I will work with James and the other Company leaders to ensure a smooth handover. I am excited about the future and look forward to delivering rapidly the promises of our investigational therapies, focussing on SPEARHEAD-1, our next-gen trial, and advancing our allogeneic platform" said Adrian Rawcliffe.

James Noble said: "Over the past 20 years leading Adaptimmune and its predecessor company Avidex, I am proud to have built technologies, teams and partnerships to create strong R&D platforms and a rich pipeline. Now that the Company is about to start SPEARHEAD-1 and our first next-gen trial, it is the right time to hand over the CEO role to someone to lead Adaptimmune's next phase towards delivering our first approved product to patients. Having worked with Adrian over the past four and a half years, I have confidence that he is the best person to do this. I look forward to continuing being involved in the next steps of the Company's journey, as a non-executive Board member."

The Company has started a global search for a new CFO, which will be the subject of a separate announcement.

Since he joined Adaptimmune as Chief Financial Officer in March 2015, Adrian has led the Company's financial strategy and operations, as well as investor relations, corporate communications, manufacturing and supply chain, product development, information management and facilities. He currently serves as a non-executive director of WAVE Life Sciences (NASDAQ: WVE). Before joining Adaptimmune, he held various senior roles at GSK, after joining the pharmaceutical company in 1988. His most recent role at GSK was Senior Vice President, Finance of the North American Pharmaceuticals business. Other roles at GSK included Senior Vice President Worldwide Business Development and R&D Finance, where he was responsible for all business development and finance activities for GSK's Pharmaceuticals R&D business and Managing Partner and President of SR One Ltd, GSK's venture-capital business. Adrian qualified as a chartered accountant with PwC and holds a B.Sc. degree in Natural Sciences from the University of Durham, U.K.

After co-founding the Company, James Noble has served as Adaptimmune's full-time Chief Executive Officer since March 2014, and part-time CEO from July 2008 to March 2014. During the same period, between July 2008 and March 2014, Mr. Noble was also CEO of Immunocore. He has 30 years of experience in the biotech industry. He has held numerous non-executive director positions, including at CuraGen Corporation, PowderJect Pharmaceuticals plc, Oxford GlycoSciences plc, MediGene AG, and Advanced Medical Solutions plc. He is also Deputy Chairman of GW Pharmaceuticals plc (NASDAQ: GWPH). He qualified as a chartered accountant with Price Waterhouse and spent seven years at the investment bank Kleinwort Benson Limited, where he became a director in 1990. He then joined British Biotech plc as Chief Financial Officer from 1990 to 1997. He was previously Chief Executive Officer of Avidex Limited, a privately held biotechnology company that was Adaptimmune's predecessor, from 2000 to 2006. He holds an M.A. from the University of Oxford.

About Adaptimmune

Adaptimmune is a clinical-stage biopharmaceutical company focused on the development of novel cancer immunotherapy products for cancer patients. The Company's unique SPEAR (Specific Peptide Enhanced Affinity Receptor) T-cell platform enables the engineering of T-cells to target and destroy cancer across multiple solid tumors. For more information, please visit <http://www.adaptimmune.com>.

Forward-Looking Statements Adaptimmune

This release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 (PSLRA). These forward-looking statements involve certain risks and uncertainties. Such risks and uncertainties could cause our actual results to differ materially from those indicated by such forward-looking statements, and include, without limitation: the success, cost and timing of our product development activities and clinical trials and our ability to successfully advance our TCR therapeutic candidates through the regulatory and commercialization processes. For a further description of the risks and uncertainties that could cause our actual results to differ materially from those expressed in these forward-looking statements, as well as risks relating to our business in general, we refer you to our Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission (SEC) on May 6, 2019, 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.

Media Relations:

Sébastien Desprez – VP, Communications and Investor Relations
T: +44 1235 430 583
M: +44 7718 453 176
Sebastien.Desprez@adaptimmune.com

Investor Relations:

Juli P. Miller, Ph.D. – Senior Director, Investor Relations
T: +1 215 825 9310
M: +1 215 460 8920
Juli.Miller@adaptimmune.com
