

**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 1, 2023**

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))

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

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.

Item 2.01 Completion of Acquisition or Disposal of Assets.

On June 1, 2023, Adaptimmune Therapeutics plc, a public limited company incorporated in England and Wales ("**Adaptimmune**"), completed the previously announced strategic combination contemplated by that certain Agreement and Plan of Merger, dated as of March 5, 2023, as amended by Amendment No. 1 to the Agreement and Plan of Merger entered into as of April 5, 2023 (as amended, the "**Merger Agreement**"), with TCR² Therapeutics Inc., a Delaware corporation ("**TCR²**"), Adaptimmune, and CM Merger Sub, Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Adaptimmune ("**Merger Sub**"). Pursuant to the Merger Agreement, Merger Sub merged with and into TCR², with TCR² surviving as a wholly-owned subsidiary of Adaptimmune (the "**Merger**").

At the effective time of the Merger (the "**Effective Time**"), each issued and outstanding share of TCR² common stock, par value \$0.0001 per share (the "**TCR² Common Stock**") (other than shares of TCR² Common Stock held by TCR² as treasury stock or shares of TCR² Common Stock owned by Adaptimmune, Merger Sub or any other direct or indirect wholly-owned subsidiary of Adaptimmune), including shares of TCR² Common Stock underlying TCR² restricted stock units that immediately vest upon a change of control of TCR², was converted into the right to receive 1.5117 (the "Exchange Ratio") Adaptimmune American Depositary Shares ("**Adaptimmune ADSs**").

Each option to acquire shares of TCR² Common Stock (each, a "**TCR² Option**") that was outstanding and unexercised immediately prior to the Effective Time, whether or not vested, was assumed and substituted for an option to purchase a number of Adaptimmune ordinary shares, based on a calculation equal to the product of (i) the total number of shares of TCR² Common Stock subject to such TCR² option immediately prior to the Effective Time multiplied by (ii) six times the Exchange Ratio (the "**Ordinary Share Exchange Ratio**"), with any fractional Adaptimmune ordinary shares rounded down to the nearest whole ordinary share (each, an "**Adjusted Option**"). The exercise price per share of such Adjusted Option equals the quotient of (i) the exercise price per share subject to such TCR² Option immediately prior to the Effective Time divided by (ii) the Ordinary Share Exchange Ratio, with any fractional cents or pence rounded up to the nearest whole cent or penny, as applicable. Each award of restricted stock units with

respect to shares of TCR² Common Stock (other than restricted stock units that immediately vest upon a change of control) was assumed and substituted for a restricted stock unit-style option to purchase a number of Adaptimmune ordinary shares, based on a calculation equal to the product of (i) the total number of shares of TCR² Common Stock subject to such TCR² restricted stock unit immediately prior to the Effective Time and (ii) the Ordinary Share Exchange Ratio, with any fractional shares rounded down to the nearest whole Adaptimmune ordinary share.

The issuance of Adaptimmune ordinary shares, par value £0.001 per share, which are represented by Adaptimmune ADSs, and Adaptimmune ADSs issued in connection with the Merger were registered under the Securities Act of 1933, as amended (the “**Securities Act**”), pursuant to a registration statement on Form S-4 (File No. 333-271145) filed by Adaptimmune with the U.S. Securities and Exchange Commission (the “**SEC**”) and declared effective on April 20, 2023.

The foregoing is a general description of the Merger and Merger Agreement; it does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which was filed as Exhibit 2.1 to Adaptimmune’s Current Report on Form 8-K filed with the SEC on March 6, 2023 and is incorporated herein by reference.

The Merger Agreement has been filed by Adaptimmune with the SEC and has been described above to provide investors and Adaptimmune shareholders with information regarding the terms of the Merger Agreement and is not intended to modify or supplement any factual disclosures about Adaptimmune, Merger Sub or TCR² or any of their respective affiliates. The representations, warranties and covenants contained in the Merger Agreement were made only for the purposes of the Merger Agreement, were made as of specific dates, were made solely for the benefit of the parties to the Merger Agreement and may not have been intended to be statements of fact, but rather, as a method of allocating risk and governing the contractual rights and relationships among the parties to the Merger Agreement. In addition, such representations, warranties and covenants may have been qualified by certain disclosures not reflected in the text of the Merger Agreement and may apply standards of materiality and other qualifications and limitations in a way that is different from what may be viewed as material by Adaptimmune’s shareholders or TCR²’s stockholders. In reviewing the representations, warranties and covenants contained in the Merger Agreement or any descriptions thereof in this summary, it is important to bear in mind that such representations, warranties and covenants or any descriptions were not intended by the parties to the Merger Agreement to be characterizations of the actual state of facts or conditions of Adaptimmune, Merger Sub or TCR² or any of their respective affiliates. Moreover, information concerning the subject matter of the representations and warranties may have changed after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in public disclosures. For the foregoing reasons, the representations, warranties and covenants or any descriptions of those provisions should not be read alone and should instead be read in conjunction with the other information contained in the reports, statements and filings that Adaptimmune and TCR² publicly file with the SEC.

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

Resignation of Directors

In connection with the Merger and effective as of the Effective Time, Barbara Duncan and James Noble resigned as directors of Adaptimmune. The decision to resign by each of Ms. Duncan and Mr. Noble was not because of a disagreement with Adaptimmune or the board of directors of Adaptimmune (the “**Adaptimmune Board**”) or any matter relating to Adaptimmune’s operations, policies or practices.

Appointment of Directors

As previously disclosed, upon completion of the Merger and pursuant to the terms of the Merger Agreement, the Adaptimmune Board appointed Andrew R. Allen, M.D., Ph.D.; Priti Hegde, Ph.D.; and Garry E. Menzel, Ph.D., each of whom were members of the board of directors of TCR², to serve as directors for a term commencing upon the Effective Time. The Adaptimmune Board appointed Dr. Allen as a member of the Remuneration Committee, Dr. Hegde as a member of the Corporate Governance and Nominating Committee and Dr. Menzel as a member of the Audit Committee commencing upon the Effective Time.

Dr. Menzel is the former President and Chief Executive Officer of TCR². In connection with his separation from employment, on June 1, 2023, Dr. Menzel entered into a separation agreement with TCR² (the “**Separation Agreement**”) pursuant to which, among other things, Dr. Menzel will be entitled to receive his final pay for all work performed, including accrued but unused vacation as of the separation date. Further, subject to his executing and not revoking a general release of claims in favor of TCR² and its affiliates and continuing to be bound by his restrictive covenant obligations to TCR², Dr. Menzel will be entitled to receive: (i) severance pay of \$1,281,250.00 equal to his final base salary for a period of 18 months, payable in equal installments; (ii) an amount equal to Dr. Menzel’s 2023 annual bonus of \$343,750.00; (iii) if eligible for COBRA, a lump sum payment equal to 18 months of the employer portion of premiums that TCR² pays for active employees for the same level of group medical, dental and vision coverage; (iv) accelerated vesting of all equity-based awards subject to time-based vesting as of the separation date; and (v) outplacement services. In addition, and as a result of the completion of the Merger, Dr. Menzel will receive a transaction bonus equal to \$171,875.00.

The foregoing summary of the Separation Agreement is qualified in its entirety by reference to the complete text of the Separation 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.

Also, on June 1, 2023, Adaptimmune entered into letters of appointment with each of Drs. Allen, Hegde and Menzel (collectively, the “**Letters of Appointment**”). Under the terms of the Letters of Appointment, each new director will receive compensation in accordance with Adaptimmune’s non-executive director remuneration policy.

Subject to the rules of the relevant equity plan and any applicable legal or regulatory requirements, each of Drs. Allen, Hegde and Menzel will be awarded market value options to acquire ordinary shares in Adaptimmune on the condition that, at the time of the award of such share options, such individual continues to serve as a non-executive director. In addition, each of Drs. Allen, Hegde and Menzel will be eligible to receive fees for their service as a non-executive director set at the usual rate provided for in Adaptimmune’s compensation package for non-executive directors, payable monthly in arrears and subject to the deduction of applicable taxes and social security payments, or may elect to waive the fees and receive an additional grant of share options of equivalent value to the fees. All of these share options will vest on the first anniversary of the date they are granted. The share options will have an exercise price per ordinary share of not less than one sixth of the closing trading price of the Adaptimmune’s ADSs on or around the date of grant, translated from USD to GBP.

The Adaptimmune Board determined that each of Drs. Allen, Hegde and Menzel are independent directors under Rule 5605(a)(2) of the Nasdaq Listing Rules. None of Drs. Allen, Hegde or Menzel is party to any transaction with Adaptimmune that would require disclosure under Item 404(a) of Regulation S-K, and, except as described above, there are no arrangements or understandings between Drs. Allen, Hegde or Menzel and any other persons pursuant to which they were selected as a director.

The foregoing summary of the Letters of Appointment is qualified in its entirety by reference to the complete text of the Letters of Appointment, a copy of each of which is filed as Exhibits 10.2, 10.3 and 10.4 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On June 1, 2023, Adaptimmune issued a press release announcing the completion of the Merger. The press release is attached as Exhibit 99.1 hereto.

The information furnished under this Item 7.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or otherwise subject to the liabilities under that section and shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such filing. In addition, Exhibit 99.1 contains statements intended as "forward-looking statements" that are subject to the cautionary statements about forward-looking statements set forth in such exhibit.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

Adaptimmune intends to file the financial statements required by Item 9.01(a) in an amendment to this Current Report on Form 8-K no later than 71 days after the required filing date for this Current Report on Form 8-K.

(b) Pro Forma Financial Information.

Adaptimmune intends to file the pro forma financial information required by Item 9.01(b) in an amendment to this Current Report on Form 8-K no later than 71 days after the required filing date for this Current Report on Form 8-K.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1	Agreement and Plan of Merger, dated as of March 5, 2023, by and among Adaptimmune, CM Merger Sub, Inc. and TCR² (incorporated by reference to Exhibit 2.1 of Adaptimmune's Current Report on Form 8-K filed with the SEC on March 6, 2023)*
2.2	Amendment No. 1 to Agreement and Plan of Merger, dated as of April 5, 2023, by and among Adaptimmune, CM Merger Sub, Inc. and TCR² (incorporated by reference to Exhibit 2.2 of Adaptimmune's Registration Statement on Form S-4 (File No: 333-271145), filed with the SEC on April 5, 2023).
10.1	Separation Agreement, dated June 1, 2023, by and between TCR² and Garry E Menzel, PhD.
10.2	Letter of Appointment, dated June 1, 2023, by and between Adaptimmune and Andrew Aller.
10.3	Letter of Appointment, dated June 1, 2023, by and between Adaptimmune and Priti Hegde.
10.4	Letter of Appointment, dated June 1, 2023, by and between Adaptimmune and Garry Menzel.
99.1	Press Release of Adaptimmune, dated June 1, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

*Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish supplemental copies of any of the omitted schedules upon request by the U.S. Securities and Exchange Commission; provided, that the registrant may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules so furnished.

SIGNATURE

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

Adaptimmune Therapeutics plc

Date: June 1, 2023

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

June 1, 2023

Garry E Menzel, Ph.D
By e-mail to: garry@tcr2.com

Re: **Separation Agreement**

Dear Garry

On March 6, 2023, TCR² Therapeutics Inc. (the "Company", "we" or "TCR²") announced entry into a definitive agreement under which we will combine with Adaptimmune Plc in an all-stock transaction (the "Transaction"). By a letter dated June 1, 2023 you have resigned your position with the Company. Your employment will end on June 1, 2023 (, the "Separation Date").

We sincerely appreciate your service and thank you for the contributions you made to TCR². As you know, you and the Company are parties to an employment agreement (the "Employment Agreement") that provides for severance pay and benefits upon certain types of terminations, subject to you entering into a Separation Agreement and Release. The termination of your employment is a termination without Cause within the Change in Control Period for purposes of, and as such terms are defined in, the Employment Agreement, and this separation agreement (the "Agreement") is the Notice of Termination and the Separation Agreement and Release referenced and defined in the Employment Agreement. Accordingly, if you enter into this Agreement and satisfy the conditions set forth in Section 2 below, the Company will provide you with the Severance Benefits described in Section 6(a) of the Employment Agreement, as set forth in Section 1 below.

The following bulleted terms and conditions will apply regardless of whether you decide to accept or reject this Agreement:

- *Final Pay.* The Company will pay you your salary for all work performed by the Company through the Separation Date, as well as pay, at your final base rate of pay, for any accrued but unused vacation through the Separation Date, determined in accordance with Company policy and as reflected on the books of the Company (together, the "Final Pay"). Payment will be made in accordance with your Employment Agreement, namely on or before the time required by law but in no event more than 30 days after the Separation Date.
- *Transaction Bonus.* On or within 30 days following the consummation of the merger between the Company and Adaptimmune Therapeutics plc, the Company will pay you the transaction bonus of \$171,875 as previously agreed in the letter agreement dated March 28, 2023.
- *Expenses:* The Company shall reimburse you for any outstanding, reasonable business expenses that you have incurred on the Company's behalf through the Separation Date, after the Company's timely receipt from you of appropriate documentation pursuant to the Company's business expense reimbursement policy.

- *Benefits:* If you are currently enrolled in the Company's group health care coverage programs, your coverage ends on the last day of the month in which the Separation Date occurs (the "Health Care Coverage End Date"). You will have the right to continue group health care coverage in those programs after the Separation Date under the law known as "COBRA," which will be described in a separate written notice. Any COBRA continuation coverage will be at your own expense, except that Section 1(c) of this Agreement (the "Employer Portion of COBRA Premiums") will apply if this Agreement becomes effective. Your eligibility to participate in the Company's other employee benefit plans and programs will cease on or after the Separation Date in accordance with the terms of the applicable benefit plan or program.
- *Confidential Information; Post-Employment Restrictions.* You are subject to continuing obligations under the Employee Confidentiality, Assignment and Non-Solicitation Agreement and/or any other restrictive covenant agreement that you entered into with the Company (the "Restrictive Covenants Agreements"). This includes, without limitation, any nonsolicitation obligations, which will be strictly enforced, except that the Company is waiving any post-employment noncompetition restriction (the "Noncompete Waiver"). You will be provided with copies of your Restrictive Covenants Agreements upon request, please contact HR with any questions.
- *Return of Documents, Files and Equipment.* Save as required for any ongoing services to the Company, you must return to the Company, without deletion or alteration, all Company property, including, without limitation, computer equipment, software, keys and access cards, credit cards, files and any documents (including computerized data and any copies made of any computerized data or software) containing information concerning the Company, its business or its business relationships (in the latter two cases, actual or prospective) and must disclose to the Company all passwords and passcodes related to the same.
- *Equity:* Your "service relationship" for purposes of vesting in any outstanding, unvested Company restricted stock units, stock options or other equity awards ("Equity Awards") ends on the later of (i) Separation Date; or (ii) termination or expiry of a services agreement entered into between you and the Company for provision of services to the Company and covering a period immediately following the Separation Date. Pursuant to the terms of the applicable equity award agreement and underlying equity incentive plan (the "Equity Documents"), all unvested Equity Awards that you hold will terminate as of the Separation Date, *provided*, if this Agreement becomes effective, Section 1(d) of this Agreement ("Accelerated Vesting") will apply.

The remainder of this letter proposes the Agreement between you and the Company. This Agreement will only apply if you sign to indicate your agreement and acceptance of the following terms:

1. Severance Benefits

If (i) you enter into and fully comply with this Agreement and the Continuing Obligations (as defined below); and (ii) you do not resign prior to the Separation Date (unless the Company agrees in writing to such a resignation) then in consideration for the foregoing, the Company shall provide you with the following payments and benefits (the "Severance Benefits"):

- (a) *Severance Pay.* The Company shall pay you an amount equal to 18 months of your final base salary (the "Severance Pay"). Payment will be made in accordance with the terms of your Employment Agreement and in substantially equal installments in accordance with the Company's payroll practice over eighteen (18) months commencing within 60 days after the Separation Date.

(b) *2023 Annual Bonus.* Although you are normally required to remain employed on the date of payment in order to receive an annual bonus, the Company will pay you your full 2023 annual bonus in the amount of \$343,750, less applicable tax withholdings. Payment will be made in accordance with the terms of your Employment Agreement and with the first installment of the Severance Pay.

(c) *Employer Portion of COBRA Premiums.* If you are eligible for COBRA, the Company will make a lump sum payment equal to the gross value, less applicable tax withholdings, to cover 18 months of the employer portion of premiums that it pays for active employees for the same level of group medical, dental and vision coverage. You will be responsible for paying the remaining portion of the premiums for such coverage. If applicable, you may continue coverage after the Health Benefits Period entirely at your own expense for the remainder of the COBRA continuation period, subject to continued eligibility.

(d) *Accelerated Vesting.* Notwithstanding anything to the contrary in the Equity Documents, those shares underlying your Equity Awards and subject to time-based vesting shall immediately accelerate and become fully exercisable or nonforfeitable as of the Separation Date. Notwithstanding the foregoing, no additional vesting will occur during the period between the Separation Date and the Effective Date.

(e) *Outplacement Assistance.* The Company has arranged for various resources for employees impacted by the Company's restructuring. More information will be available to you as details are finalized. Please contact HR with any specific questions about outplacement assistance.

2. Release of Claims

In consideration for, among other terms, the Severance Benefits, to which you acknowledge you would otherwise not be entitled, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on your own behalf and that of your heirs, executors, administrators, beneficiaries, personal representatives and assigns, you voluntarily release and forever discharge the Company, its affiliated and related entities, its and their respective predecessors, successors and assigns (including Adaptimmune Plc), its and their respective employee benefit plans and fiduciaries of such plans, and the current and former officers, directors, shareholders, members, managers, employees, administrators, trustees, representatives, attorneys, accountants and agents, of each of the foregoing, and all others connected with any of them, in their official and personal capacities (collectively referred to as the "Releasees") generally from all causes of action, rights, claims, demands, debts, damages and liabilities of every name and nature, known or unknown, of any nature whatsoever ("Claims") that, as of the date when you sign this Agreement, you have, ever had, now claim to have or ever claimed to have had against any or all of the Releasees. This release includes, without limitation, all Claims:

- relating to your employment by and termination of employment with the Company;
- of wrongful discharge or violation of public policy;
- of breach of contract;
- of defamation or other torts;
- under the wage and hour, wage payment and/or fair employment practices laws and statutes of the state or states in which you have provided services to the Company or any of its affiliates;
- of retaliation or discrimination under federal, state or local law (including, without limitation, Claims of discrimination or retaliation under the Americans with Disabilities Act, the Age Discrimination in Employment Act or 1967 (ADEA); the Older Workers Benefit Protection Act (OWBPA), Title VII of the Civil Rights Act of 1964 and the Massachusetts Fair Employment Practices Act);
- under any other federal or state statute (including, without limitation, Claims under the Worker Adjustment and Retraining Notification Act or the Fair Labor Standards Act);
- for wages, bonuses, incentive compensation, commissions, stock, stock options, vacation pay or any other compensation or benefits, either under the Massachusetts Wage Act, M.G.L. c. 149, §§148-150C, and
- for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney's fees;

This release will not affect your rights under this Agreement or apply to rights or claims that cannot be waived as a matter of law, nor shall it apply to any rights to indemnification you may have under an applicable indemnification agreement or D&O insurance. You acknowledge that as of the Company's most recent payroll payment of salary to you, you were fully paid for all salary and wages then due to you. **This Agreement is intended to be effective as a general release of and bar to all Claims, including unknown Claims, as described in Exhibit A, which is incorporated by reference herein.**

You agree not to accept damages of any nature, other equitable or legal remedies for your own benefit or attorney's fees or costs from any of the Releasees with respect to any Claim released by this Agreement. As a material inducement to the Company to enter into this Agreement, you represent that you have not assigned any Claim to any third party.

You acknowledge and agree that Final Pay in complete satisfaction of any and all compensation or benefits due to you from the Company, whether for services provided to the Company or otherwise, through the Separation Date and that, except as expressly provided under this Agreement, no further compensation or benefits are owed or will be paid to you.

3. Continuing Obligations

You hereby acknowledge that you continue to be bound by, and reaffirm all provisions of the Restrictive Covenants Agreements, which are incorporated by reference as material terms of this Agreement, subject to the Noncompete Waiver referenced above. You also hereby reaffirm the litigation and regulatory cooperation provision in Section 8(c) of the Employment Agreement (the "Cooperation Provision"), which is incorporated by reference herein.

Your continuing obligations to the Company pursuant to the Restrictive Covenants Agreements, the Cooperation Provision and Sections 4 ("Return of Property") and 5 ("Nondisparagement") of this Agreement are collectively referred to as the "Continuing Obligations."

4. Return of Property

By signing below and unless otherwise required to perform ongoing services for the Company or Adaptimmune Plc or any affiliate or subsidiary of Adaptimmune Plc, you agree that no later than the Separation Date (or earlier, if requested by the Company), you will return to the Company, without altering, deleting or purging any files or documents that may contain Company information, all "Company Property," which shall include, without limitation, Company laptop, computer equipment, software, keys and access cards, credit cards, files and any documents (including computerized data and any copies made of any computerized data or software) containing information concerning the Company, its business or its business relationships (in the latter two cases, actual or prospective). After returning all such Company Property to the Company, you must delete and finally purge any duplicates of files or documents that may contain Company information from any non-Company computer or other device that remains your property after the Separation Date. In the event that you discover that you continue to retain any such property, you must return it to the Company immediately. This Section 4 is in addition to, and not in lieu of, your obligations to the Company pursuant to the Restrictive Covenants Agreements.

5. Nondisparagement

To the extent permitted by applicable law and subject to Section 6(a), you agree not to disparage the Company or its employees or agents and you agree to refrain from making, either directly or indirectly, any negative, damaging or otherwise disparaging communications concerning the Company or its business activities.

6. Other Provisions

(a) **Protected Disclosures.** Nothing contained in this Agreement limits your ability to file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"). In addition, nothing contained in this Agreement limits your ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency. If you file any charge or complaint with any Government Agency and if the Government Agency pursues any claim on your behalf, or if any other third party pursues any claim on your behalf, you waive any right to monetary or other individualized relief (either individually or as part of any collective or class action); *provided* that nothing in this Agreement limits any right you may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission.

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(b) **Termination of Payments.** In the event that you fail to comply with any of your obligations under this Agreement (including the Continuing Obligations), in addition to any other legal or equitable remedies it may have for such breach, the Company shall have the right to terminate any payments of the Severance Benefits and/or seek repayment of any previously paid payments of the Severance Benefits. Any such consequences of a breach by you will not affect the release or your continuing obligations under this Agreement.

(c) **Absence of Reliance; Non-Admission.** In signing this Agreement, you are not relying upon any promises or representations made by anyone at or on behalf of the Company. By entering into this Agreement, you understand that the Company is not admitting in any way that it violated any legal obligation that it owed to you.

(d) **Jurisdiction.** You and the Company hereby agree that the Superior Court of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts shall have the exclusive jurisdiction to consider any matters related to this Agreement, including without limitation any claim of a violation of this Agreement. With respect to any such court action, you submit to the jurisdiction of such courts and you acknowledge that venue in such courts is proper.

(e) **Relief.** You agree that it would be difficult to measure any harm caused to the Company that might result from any breach by you of any of the Continuing Obligations. You further agree that money damages would be an inadequate remedy for any breach of the Continuing Obligations. Accordingly, you agree that if you breach, or propose to breach, any portion of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies it may have, to an injunction or other appropriate equitable relief to restrain any such breach, without showing or proving any actual damage to the Company and without the necessity of posting a bond.

(f) **Governing Law; Interpretation.** This Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles. In the event of any dispute, this Agreement is intended by the parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either you or the Company or the "drafter" of all or any portion of this Agreement.

(g) **Enforceability.** If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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(h) **Waiver; Amendment.** No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of a party to require the performance of any term or obligation of this Agreement, or the waiver by a party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company.

(i) **Entire Agreement.** This Agreement constitutes the entire agreement between you and the Company and supersedes any previous agreements or understandings between you and the Company, including, without limitation, the Employment Agreement, *provided* that the Restrictive Covenants Agreements (subject to the Noncompete Waiver), the Equity Documents (subject to Section 1(d) above) and any other obligations specifically preserved in this Agreement shall remain in full force and effect.

(j) **Legally Binding.** The Company advises you to consult with an attorney before entering into this Agreement. By agreeing to the terms of this Agreement, you acknowledge that you have carefully read and fully understand all of the provisions of this Agreement and that you are knowingly and voluntarily entering into this Agreement. You also acknowledge and agree that all notice requirements under the Employment Agreement have been satisfied.

(k) **Time for Consideration; Right to Revoke; Effective Date.**

To accept this Agreement sign and return via DocuSign within the time period specified below:

- (i) **If you are under age 40 as of the Separation Date** you have been given the opportunity to consider this Agreement for fourteen (14) days from your receipt of this Agreement before signing it (the "Consideration Period"), although you may elect to sign it sooner. This Agreement will become effective upon execution by both parties (the "Effective Date").
- (ii) **If you are age 40 or over as of the Separation Date** you have been given the opportunity to consider this Agreement for forty-five (45) days from your receipt of this Agreement before signing it (the "Consideration Period"), although you may elect to sign it sooner. For the period of seven (7) days from the date when you sign this Agreement, you have the right to revoke this Agreement by written notice to the undersigned. This Agreement will become effective on the first business day following the expiration of the revocation period (the "Effective Date"). You acknowledge receipt of the enclosed OWBPA disclosure memorandum.

For the avoidance of doubt, (i) if you breach any of the provisions of this Agreement during the Consideration Period, the offer of this Agreement may be withdrawn and your execution of this Agreement will not be valid, and (ii) if you reject this Agreement, then your employment will end on a date to be determined by the Company but you will not be entitled to any of the benefits set forth in this Agreement.

(l) Counterparts. This Agreement may be executed in separate counterparts. When both counterparts are signed, they shall be treated together as one and the same document. Electronic and pdf and DocuSign signatures shall be deemed to have the same legal effect as originals.

[Signature page follows]

CONFIDENTIAL

Please indicate your agreement to the terms of this Agreement by signing and returning it via DocuSign within the time period set forth above.

Very truly yours,

TCR² Therapeutics Inc.

/s/ William Bertrand	June 1, 2023
Name: William Bertrand	Date
Title: President and Corporate Secretary	

I REPRESENT THAT I HAVE READ THE FOREGOING AGREEMENT, THAT I FULLY UNDERSTAND THE TERMS AND CONDITIONS OF SUCH AGREEMENT I AM KNOWINGLY AND VOLUNTARILY EXECUTING THE SAME. IN ENTERING INTO THIS AGREEMENT, I DO NOT RELY ON ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE BY THE COMPANY OR ITS REPRESENTATIVES WITH THE EXCEPTION OF THE CONSIDERATION DESCRIBED IN THIS DOCUMENT.

/s/ Garry E Menzel PhD.	June 1, 2023
Garry E Menzel PhD.	Date

Exhibit A

If you work or worked for the Company or resided during any period of your employment in any of the following states, then the Claims released by the "Release of Claims" in Section 3 of the Separation Agreement to which this Exhibit A is appended include, without limitation, any and all Claims arising under the following state and local laws:

- **Florida:** all Claims under the Florida Civil Rights Act (§§ 760.01 to 760.11, Fla. Stat.); Florida Whistleblower Protection Act (§§ 448.101 to 448.105, Fla. Stat.); Florida Workers' Compensation Retaliation provision (§ 440.205, Fla. Stat.); Florida Minimum Wage Act (§ 448.110, Fla. Stat.); Article X, Section 24 of the Florida Constitution (Fla. Const. art. X, § 24) and the Florida Fair Housing Act (§§ 760.20 to 760.37, Fla. Stat.).
- **Maryland:** all Claims under Title 20 of the State Government Article of the Maryland Annotated Code.
- **New Hampshire:** all Claims under New Hampshire Protective Legislation Law, New Hampshire Unemployment Compensation Law, New Hampshire Uniform Trade Secrets Act, New Hampshire Whistleblowers' Protection Act, New Hampshire Minimum Wage Act, New Hampshire Public Employee Labor Relations Act, New Hampshire Dog and Horse Racing Employees Act, New Hampshire Safety and Health of Employees Law, and New Hampshire Law Against Discrimination.
- **Pennsylvania:** all Claims under the Pennsylvania Human Relations Act and the Pennsylvania Whistleblower Law.
- **Texas:** all Claims under Chapter 21 of the Texas Labor Code and the Texas Anti-Retaliation Act.



1 June 2023

Andrew Allen, MD, PhD
[*]

Dear Andrew

Letter of appointment

The board of directors (“**Board**”) of Adaptimmune Therapeutics plc (“**Company**”) is pleased that you have agreed to join the Board as a non-executive director and to serve as a member of the Board’s Remuneration Committee with effect from 1 June 2023.

The terms of this letter will apply with effect from 1 June 2023. You will be based in, and perform your role as a non-executive, independent director and as a member of the Board’s Remuneration Committee from [*].

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 agree that this letter is a contract for services and is not a contract of employment and 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.
- 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 required to serve on one or more Board committees, in addition to the Remuneration Committee, and you will be provided with the relevant terms of reference for your appointment to such committee(s). You may also 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 as a member of the Remuneration Committee, 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



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- 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 15 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) Committee duties. You will be expected to devote whatever time is required for the adequate discharge of your responsibilities as a member of any Board committee.
 - (c) 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.
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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, committee 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;
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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 or committee meeting and, except as permitted under the Articles you will not vote on any resolution of the Board, or of one of its committees, 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.
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- 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 \$47,500 per annum ("**Annual Fee**") with effect from 1 July 2023, payable monthly in arrears, for acting as a non-executive director and as a member of the Remuneration Committee. The Annual Fee will be 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 or the Revised Annual Fee, as the case may be, and in lieu of the Annual Fee 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 and as a member of the Remuneration Committee.
- 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 Share Options, which may include Share Options awarded in lieu of the Annual Fee pursuant to paragraph 4.1 above, on or around 3 July 2023 (or such other date as the directors may determine), and on condition that you continue to serve as a director and as a member of the Remuneration Committee 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 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.
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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
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- 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.
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- 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, Nasdaq and the City Code on Takeovers and Mergers).

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.



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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 At all times during your service as a non-executive director of the Company you shall act in accordance with the Data Protection Act 2018 (the "**2018 Act**") and shall comply with any policy introduced by the Company from time to time to comply with the 2018 Act.



- 12.2 You agree to provide the Company in its capacity as Data Controller with all Personal Data relating to you which is necessary or reasonably required for the proper performance of this letter of appointment or the conduct of the Company's business or where such provision is required by law.
- 12.3 The Company agrees to process any Personal Data made available to it by you in accordance with the provisions of the 2018 Act.
- 12.4 In this Clause "**Data Controller**" "**Personal Data**" and "**processing**" shall have the meaning set out in sections 5 of the 2018 Act.

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 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.
- 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



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

SIGNED as a deed by Andrew Allen) /s/ Andrew Allen _____
in the presence of:

Witness's signature: /s/ Ellis Malandain _____

Witness's name: ELLIS MALANDAIN _____
(in capitals):

Witness's address: c/o 60 Jubilee Avenue _____
Milton Park _____
Abingdon _____
Oxfordshire OX14 4RX _____





1 June 2023

Dr Priti Hegde
[*]

Dear Priti

Letter of appointment

The board of directors ("**Board**") of Adaptimmune Therapeutics plc ("**Company**") is pleased that you have agreed to join the Board as a non-executive director and to serve as a member of the Board's Corporate Governance and Nominating Committee with effect from 1 June 2023.

The terms of this letter will apply with effect from 1 June 2023. You will be based in, and perform your role as a non-executive, independent director and as a member of the Board's Corporate Governance and Nominating Committee from [*].

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 agree that this letter is a contract for services and is not a contract of employment and 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.
- 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 required to serve on one or more Board committees, in addition to the Corporate Governance and Nominating Committee, and you will be provided with the relevant terms of reference for your appointment to such committee(s). You may also 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 as a member of the Corporate Governance and Nominating Committee, 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



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- 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 15 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) Committee duties. You will be expected to devote whatever time is required for the adequate discharge of your responsibilities as a member of any Board committee.
 - (c) 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.
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- 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, committee 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;
-



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- 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 or committee meeting and, except as permitted under the Articles you will not vote on any resolution of the Board, or of one of its committees, 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 \$45,000 per annum ("**Annual Fee**") with effect from 1 July 2023, payable monthly in arrears, for acting as a non-executive director and as a member of the Corporate Governance and Nominating Committee. The Annual Fee will be 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 or the Revised Annual Fee, as the case may be, and in lieu of the Annual Fee 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 and as a member of the Corporate Governance and Nominating Committee.
 - 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 Share Options, which may include Share Options awarded in lieu of the Annual Fee pursuant to paragraph 4.1 above, on or around 3 July 2023 (or such other date as the directors may determine), and on condition that you continue to serve as a director and as a member of the Corporate Governance and Nominating Committee 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 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.
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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.
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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.
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- 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, Nasdaq and the City Code on Takeovers and Mergers).

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.



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- 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;



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- 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 At all times during your service as a non-executive director of the Company you shall act in accordance with the Data Protection Act 2018 (the "**2018 Act**") and shall comply with any policy introduced by the Company from time to time to comply with the 2018 Act.



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- 12.2 You agree to provide the Company in its capacity as Data Controller with all Personal Data relating to you which is necessary or reasonably required for the proper performance of this letter of appointment or the conduct of the Company's business or where such provision is required by law.
- 12.3 The Company agrees to process any Personal Data made available to it by you in accordance with the provisions of the 2018 Act.
- 12.4 In this Clause "**Data Controller**" "**Personal Data**" and "**processing**" shall have the meaning set out in sections 5 of the 2018 Act.

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 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.
- 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



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

SIGNED as a deed by Priti Hegde) /s/ Priti Hegde
in the presence of:

Witness's signature: /s/ Ellis Malandain

Witness's name: ELLIS MALANDAIN
(in capitals):

Witness's address: c/o 60 Jubilee Avenue
Milton Park
Abingdon
Oxfordshire OX14 4RX



1 June 2023

Dr Garry Menzel
[*]

Dear Garry

Letter of appointment

The board of directors (“**Board**”) of Adaptimmune Therapeutics plc (“**Company**”) is pleased that you have agreed to join the Board as a non-executive director and to serve as a member of the Board's Audit Committee with effect from 1 June 2023.

The terms of this letter will apply with effect from 1 June 2023. You will be based in, and perform your role as a non-executive, independent director and as a member of the Board's Audit Committee from [*].

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 agree that this letter is a contract for services and is not a contract of employment and 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.
- 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 required to serve on one or more Board committees, in addition to the Audit Committee, and you will be provided with the relevant terms of reference for your appointment to such committee(s). You may also 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 as a member of the Audit Committee, 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;
 - 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);

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



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- 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 15 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) Committee duties. You will be expected to devote whatever time is required for the adequate discharge of your responsibilities as a member of any Board committee.
 - (c) 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.
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- 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, committee 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.
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- 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 or committee meeting and, except as permitted under the Articles you will not vote on any resolution of the Board, or of one of its committees, 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 \$50,000 per annum ("**Annual Fee**") with effect from 1 July 2023, payable monthly in arrears, for acting as a non-executive director and as a member of the Audit Committee. The Annual Fee will be 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 or the Revised Annual Fee, as the case may be, and in lieu of the Annual Fee 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 and as a member of the Audit Committee.
 - 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 Share Options, which may include Share Options awarded in lieu of the Annual Fee pursuant to paragraph 4.1 above, on or around 3 July 2023 (or such other date as the directors may determine), and on condition that you continue to serve as a director and as a member of the Audit Committee 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 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.
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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.
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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.
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- 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, Nasdaq and the City Code on Takeovers and Mergers).

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.



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- 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;



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- 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 At all times during your service as a non-executive director of the Company you shall act in accordance with the Data Protection Act 2018 (the "**2018 Act**") and shall comply with any policy introduced by the Company from time to time to comply with the 2018 Act.



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- 12.2 You agree to provide the Company in its capacity as Data Controller with all Personal Data relating to you which is necessary or reasonably required for the proper performance of this letter of appointment or the conduct of the Company's business or where such provision is required by law.
- 12.3 The Company agrees to process any Personal Data made available to it by you in accordance with the provisions of the 2018 Act.
- 12.4 In this Clause "**Data Controller**" "**Personal Data**" and "**processing**" shall have the meaning set out in sections 5 of the 2018 Act.

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 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.
- 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



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

SIGNED as a deed by Garry Menzel) /s/ Garry Menzel
in the presence of:

Witness's signature: /s/ Ellis Malandain

Witness's name: ELLIS MALANDAIN
(in capitals):

Witness's address: c/o 60 Jubilee Avenue
Milton Park
Abingdon
Oxfordshire OX14 4RX





Adaptimmune Announces Completion of Strategic Combination with TCR² Therapeutics Creating a Preeminent Solid Tumor Cell Therapy Company

First marketed engineered T-cell therapy for a solid tumor; BLA for afami-cel on track to complete submission in mid-2023

Compelling clinical data with late-stage programs targeting MAGE-A4 and mesothelin

Preclinical programs targeting PRAME and CD70 in IND-enabling studies

Adaptimmune funded into early 2026 with multiple value creating catalysts

Webcast to be held tomorrow, June 2nd at 8 a.m. EDT: <https://www.gowebcasting.com/12589>

PHILADELPHIA, PA., OXFORD, UK, June 1, 2023 – Adaptimmune Therapeutics plc (Nasdaq: ADAP) today announced completion of an all-stock transaction in which Adaptimmune has combined with TCR² Therapeutics Inc. (Nasdaq: TCRR) to create a preeminent T-cell therapy company to treat solid tumors.

Adaptimmune’s lead clinical franchises utilize engineered T-cell therapies targeting MAGE-A4 and mesothelin, which are expressed on a broad range of solid tumors. Use of these cell therapies is supported by compelling clinical data including results in late-stage synovial sarcoma which will form the basis of the Company’s first BLA submission to complete in mid-2023. The Company has access to an enhanced “next-gen toolbox” and an extended preclinical pipeline with development initially focused on PRAME and CD70.

Adrian Rawcliffe, Adaptimmune’s Chief Executive Officer: “We are delighted to welcome our new colleagues to Adaptimmune. Together, we will advance our industry leading pipeline making cell therapy a mainstream option for people with cancer. This starts with gaining approval for the first engineered T-cell therapy for a solid tumor - afami-cel for the treatment of synovial sarcoma - and progressing our Phase 2 trials for patients with ovarian cancer with both ADP-A2M4CD8 and gavo-cel.”

Significant Solid Tumor Opportunity

- Solid tumors represent approximately 90% of all cancers. The combined company’s clinical programs targeting MAGE-A4 or mesothelin can address multiple solid tumor indications with the potential to treat ~300,000 patients per year.
- The preclinical pipeline, including PRAME and CD70, could expand the addressable population to more than 500,000 patients per year.
- The Company plans to complete submission of its first BLA for afami-cel for the treatment of synovial sarcoma in mid-2023. Data will be presented from the pivotal trial, SPEARHEAD-1, at ASCO demonstrating that 70% of patients with late-stage synovial sarcoma who respond to afami-cel are alive 2-years post-treatment. Link [here](#) for press release.
- The Company has a deep pipeline with multiple late-stage products and will evaluate development priorities based on emerging data as outlined in the figure below:

Clinical development decisions driven by data catalysts



● - decision point

Overview of strategic combination

The strategic combination was consummated on June 1, 2023. Adaptimmune shareholders own approximately 75% of the combined company and prior TCR² stockholders

own approximately 25% of the combined company.

The combined company will continue to trade on the Nasdaq Stock Market under the symbol “[ADAP]”. The combined company comprises a team of leading cell therapy experts led by Adrian Rawcliffe, the CEO of Adaptimmune. The Board of Directors is composed of three members from TCR² and six continuing from Adaptimmune: David Mott (Chair); Andrew Allen, MD, PhD; Lawrence Alleva; Ali Behbahani, MD; John Furey; Priti Hegde, PhD, Kristen Hege, MD (as of November 1, 2023), Garry Menzel, PhD, Adrian Rawcliffe, Elliot Sigal, MD, PhD.

Advisors

Cowen and Company LLC is serving as financial advisor to Adaptimmune and Ropes & Gray LLP is serving as legal counsel to Adaptimmune. Piper Sandler is serving as financial advisor to TCR² and Goodwin Procter LLP is serving as legal counsel to TCR².

Forward-looking Statements

This communication includes express or implied forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Actual events or results may differ materially from these forward-looking statements. Words such as “will,” “could,” “would,” “should,” “expect,” “plan,” “anticipate,” “intend,” “believe,” “estimate,” “predict,” “project,” “potential,” “continue,” “future,” “opportunity” “will likely result,” “target,” variations of such words, and similar expressions or negatives of these words are intended to identify such forward-looking statements, although not all forward-looking statements contain these identifying words. Examples of such forward-looking statements include, but are not limited to, express or implied statements regarding: the business combination and related matters, including, but not limited to, prospective performance and opportunities with respect to Adaptimmune or TCR², post-closing operations and the outlook for the companies’ businesses; Adaptimmune’s, TCR²’s or the combined company’s targets, plans, objectives or goals for future operations, including those related to Adaptimmune’s and TCR²’s product candidates, research and development, product candidate introductions and product candidate approvals as well as cooperation in relation thereto; projections of or targets for revenues, costs, income (or loss), earnings per share, capital expenditures, dividends, capital structure, net financials and other financial measures; future economic performance, future actions and outcomes of contingencies such as legal proceedings; and the assumptions underlying or relating to such statements.

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These statements are based on Adaptimmune’s and TCR²’s current plans, estimates and projections. By their very nature, forward-looking statements involve inherent risks and uncertainties, both general and specific. A number of important factors, including those described in this communication, could cause actual results to differ materially from those contemplated in any forward-looking statements. Factors that may affect future results and may cause these forward-looking statements to be inaccurate include, without limitation: the risk that Adaptimmune and TCR² may not realize the anticipated benefits of the transaction in the time frame expected, or at all; the effects of the transaction on relationships with Adaptimmune’s or TCR²’s employees, business or collaboration partners or governmental entities; the ability to retain and hire key personnel; potential adverse reactions or changes to business relationships resulting from the completion of the transaction; significant or unexpected costs, charges or expenses resulting from the transaction; the potential impact of unforeseen liabilities, future capital expenditures, revenues, costs, expenses, earnings, synergies, economic performance, indebtedness, financial condition and losses on the future prospects, business and management strategies for the management, expansion and growth of the combined business; uncertainties as to the long-term value of Adaptimmune’s American Depositary Shares (and the ordinary shares represented thereby), including the dilution caused by Adaptimmune’s issuance of additional American Depositary Shares (and the ordinary shares represented thereby) in connection with the transaction; unknown liabilities related to Adaptimmune or TCR²; the nature, cost and outcome of any litigation and other legal proceedings involving Adaptimmune, TCR² or their respective directors, including any legal proceedings related to the transaction; risks related to global as well as local political and economic conditions, including interest rate and currency exchange rate fluctuations; potential delays or failures related to research and/or development of Adaptimmune’s or TCR²’s programs or product candidates; risks related to any loss of Adaptimmune’s or TCR²’s patents or other intellectual property rights; any interruptions of the supply chain for raw materials or manufacturing for Adaptimmune or TCR²’s product candidates, the nature, timing, cost and possible success and therapeutic applications of product candidates being developed by Adaptimmune, TCR² and/or their respective collaborators or licensees; the extent to which the results from the research and development programs conducted by Adaptimmune, TCR², and/or their respective collaborators or licensees may be replicated in other studies and/or lead to advancement of product candidates to clinical trials, therapeutic applications, or regulatory approval; uncertainty of the utilization, market acceptance, and commercial success of Adaptimmune’s or TCR²’s product candidates, and the impact of studies (whether conducted by Adaptimmune, TCR² or others and whether mandated or voluntary) on any of the foregoing; unexpected breaches or terminations with respect to Adaptimmune’s or TCR²’s material contracts or arrangements; risks related to competition for Adaptimmune’s or TCR²’s product candidates; Adaptimmune’s or TCR²’s ability to successfully develop or commercialize Adaptimmune’s or TCR²’s product candidates; Adaptimmune’s, TCR²’s, and their collaborators’ abilities to continue to conduct current and future developmental, preclinical and clinical programs; potential exposure to legal proceedings and investigations; risks related to changes in governmental laws and related interpretation thereof, including on reimbursement, intellectual property protection and regulatory controls on testing, approval, manufacturing, development or commercialization of any of Adaptimmune’s or TCR²’s product candidates; unexpected increase in costs and expenses with respect to the transaction or Adaptimmune’s or TCR²’s business or operations; and risks and uncertainties related to epidemics, pandemics or other public health crises and their impact on Adaptimmune’s and TCR²’s respective businesses, operations, supply chain, patient enrollment and retention, preclinical and clinical trials, strategy, goals and anticipated milestones. While the foregoing list of factors presented here is considered representative, no list should be considered to be a complete statement of all potential risks and uncertainties. A more complete description of these and other material risks can be found in Adaptimmune’s filings with the U.S. Securities and Exchange Commission (the “SEC”), including Adaptimmune’s Annual Report on Form 10-K for the year ended December 31, 2022, subsequent Quarterly Reports on Form 10-Q and other documents that may be filed from time to time with the SEC.

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Any forward-looking statements speak only as of the date of this communication and are made based on the current beliefs and judgments of Adaptimmune’s management, and the reader is cautioned not to rely on any forward-looking statements made by Adaptimmune. Unless required by law, Adaptimmune is under no duty and undertakes no obligation to update or revise any forward-looking statement after the distribution of this document, including without limitation any financial projection or guidance, whether as a result of new information, future events or otherwise.

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