1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

**Charges:** the charges payable by you to us for the supply of the Goods and/or the Services, as applicable, and as agreed from time to time in writing (including by e-mail).

**Conditions:** these general conditions as amended by mutual written agreement from time to time.

**Contract:** the contract between you and us made in accordance with these Conditions.

**Data Protection Legislation:** the EU General Data Protection Regulation 2016/679 and the UK Data Protection Act 2018, each as amended from time to time; together with all other applicable legislation in force from time to time relating to the processing of personal data and privacy, and the terms “personal data,” “personal data breach,” “data subject,” “controller,” “processor” and “process” (and its derivatives) shall have the meaning given to them in the Data Protection Legislation.

**Goods:** the goods (or any part of them) supplied by you to us.

**Order:** our order for the supply of Goods and/or Services.

**Services:** the services to be supplied by you to us.

**We or us:** Adaptimmune Therapeutics plc, Adaptimmune Limited or Adaptimmune LLC, whichever entity orders the Goods or Services, as applicable.

**You:** the person or entity providing the Services to us.

2. THE CONTRACT

2.1 Our Order constitutes an offer by us to purchase Goods and/or Services from you in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of: (a) your issuance of a written acceptance of the Order; or (b) any act by you consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (the “Commencement Date”). In the absence of a fully executed written agreement, these Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or as may result from trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

3.1 You will use all reasonable efforts to supply the Services to us in accordance with any agreed timescales.

3.2 You will perform the Services: (a) with reasonable skill and care and at all times with due diligence; and (b) in accordance with reasonable instructions provided by us, including any required on-site health and safety requirements; and (c) in accordance with applicable laws, statutes and regulations including being manufactured in accordance with good manufacturing practice and good clinical practice if applicable. You will ensure that all staff used to perform the Services will be adequately trained to provide such Services.

3.3 You shall provide the Services and any deliverables to us in material compliance with any agreed specification or operational requirements we specify. You will not place any restrictions on the use of the deliverables.

3.4 Title to any deliverables will pass to us on the earlier of their delivery to us or payment for the Charges for them.

3.5 You warrant that in performing the Services you will not intentionally or knowingly misappropriate or infringe the rights of any third party.

3.6 Any changes to the Services must be mutually agreed by the parties in writing.

4. SUPPLY OF GOODS

4.1 You will ensure that the Goods shall: (a) correspond with their description and any applicable specifications; (b) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; (c) comply with all applicable laws, statutes and regulations including being manufactured in accordance with good manufacturing practice and good clinical practice if applicable; and (d) be free from all liens, charges and encumbrance. You warrant that the Goods do not misappropriate or infringe the rights of any third party. To the extent that the Goods comprise any human tissue or blood product or result from use of human tissue, human sample or human organ, you will comply with all regulatory requirements applicable to such human tissue, sample or organ, including ethics approvals, local authorizations and consent requirements, as applicable.

4.2 You will deliver the Goods: (a) on the date specified in the Order, or if no such date is specified, within a commercially reasonable time after the date of the Order; (b) to the location set out in the Order or as instructed by us before delivery; and (c) during normal business hours or as instructed by us. All shipments are to be delivered DDP to the location set out in the Order, unless otherwise expressly agreed by us.

4.3 Title and risk in the Goods shall pass to us on completion of delivery in accordance with clause 4.2.

4.4 We may from time to time request reserve inventory of the Goods, the details of which would be mutually agreed in writing.

5. OUR OBLIGATIONS

5.1 We will provide you with all reasonable information and assistance as may be required by you for your performance of the Contract.

6. CHARGES AND PAYMENT

6.1 The Charges will be mutually agreed between you and us and will be confirmed by us in writing.

6.2 We will pay Charges as and when such Charges are agreed to be paid and subject to you providing us with a valid VAT invoice (if applicable). For each batch of Goods, unless otherwise agreed, you shall invoice us upon delivery. Unless we raise a good-faith dispute within thirty (30) days of receipt of an invoice, we will pay invoices within sixty (60) days of receipt.

6.3 All Charges are, unless otherwise stated, exclusive of VAT and sales taxes, which (where applicable) we shall have no other obligations to pay banking charges, taxes, export duties, customs payments or any other payments or charges.

7. INTELLECTUAL PROPERTY

7.1 We will own all intellectual property rights arising out of or in connection with the Services ("Foreground IPR") excluding any intellectual property rights which exist prior to the Commencement Date or that are created other than in the performance of the Services and without use of or reference to our Confidential Information (as defined in clause 11.1). You hereby assign and agree to assign to us such Foreground IPR. You will provide all reasonable assistance as may be required to vest title in such Foreground IPR in us. You grant us a non-exclusive, worldwide, royalty free, perpetual and irrevocable licence under your rights in intellectual property to the extent required for the use of the Services or for use (including modification) of any work product or deliverables resulting from the performance of the Services or for the use of the Goods, including in each case inclusion of deliverables and Goods in any other product or process we develop and/or supply.

7.2 This clause 7 shall survive termination or expiration of the Contract.

8. REMEDIES

8.1 If you fail to perform the Services in accordance with the undertakings set out in clause 3, then, without limiting or affecting other rights or remedies available to us, we may require: (a) re-performance of the Services or any part of the Services, such re-performance being at your cost, or (b) reimbursement of the Charges paid by us for such Services.

8.2 If you deliver Goods that do not comply with the undertakings set out in clause 4, then, without limiting or affecting other rights or remedies available to us, we may: (a) reject the Goods, in whole or in part, and return them to you at your own risk and expense, or (b) require you to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid).

8.3 You shall also indemnify us against all liabilities, costs, expenses, damages and losses (including reasonable attorney fees) that arise out of: (a) any claim brought against us for actual or alleged infringement arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt; or supply of the Services; or (b) your gross negligence, willful misconduct or breach of this Contract. The indemnities provided in this clause 8.3 shall not apply to the extent that any claim arises as a result of our negligence, misconduct or breach of this Contract.

8.4 Our rights under the Contract are in addition to our rights and remedies implied by statute or common law.

9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions will limit or exclude our liability for fraud (including fraudulent misrepresentation) or for death or personal injury caused by our negligence, or the negligence of our employees or agents or for any other matter to the extent that our liability cannot be limited or excluded by law.

VERSION 5.0 – 25 JANUARY 2023
We are listed on the NASDAQ Global Select market. As a result, we have obligations under SEC legislation and regulations. In working with us, you may receive information of Adapimmune which may be potentially price sensitive. You should advise your personnel that insider trading rules may apply.

13. GENERAL

13.1 We, or our representatives, may inspect your facilities and/or the processes you use to manufacture or supply the Goods or perform the Services. Any inspection will occur during normal business hours and will be at a mutually agreed time, such time being within 30 days of your receipt of a request for inspection from us. To the extent we are required to provide any information relating to the Goods or to your processes or the manufacture or supply of any Goods or deliverables to any regulatory authority, you agree to provide all reasonable assistance and information as may be required by such regulatory authority and in each case within any timescales specified by such regulatory authority.

13.2 You may instruct or delegate in any manner any or all of our obligations under the Contract to a third party or agent. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.

13.3 The Contract constitutes the entire agreement between the parties in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf which is not set out in the Contract. A person who is not a party to the Contract will not have any rights under or in connection with it.

13.4 Notices under the Contract will be served in writing (including email) to the parties’ respective addresses as communicated in writing.

13.5 No waiver of any of our rights under the Contract will be effective unless in writing, and will not be deemed to waive any other subsequent breach or default.

13.6 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, the provision or part-provision will, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract will not be affected.

13.7 The Contract and any claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims), (a) if you are located in the United States, will be governed by the laws of the Commonwealth of Pennsylvania and subject to the exclusive jurisdiction of the state and federal courts in Philadelphia, Pennsylvania; and (b) if you are located outside the United States, will be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.