Study specific documents ("Study Orders") as agreed upon by the Parties. This Agreement shall apply to all Studies set out in the Study Orders performed by MD Anderson and the MD Anderson principal investigator(s) responsible for the performance of such Studies ("Principal Investigator(s)") upon execution of Study Orders during the term of this Agreement. Each Study Order shall be substantially in the form attached as Exhibit III to this Agreement and shall detail the specifics of the Study to be performed under such Study Order including, without limitation, (i) the detailed Protocol or workscope, (ii) the Principal Investigator and (iii) identify any project-specific resources or support provided by Adaptimmune. In the event of any conflict of terms of this Agreement and the terms of a Study Order, the terms of this Agreement shall govern, unless the Study Order specifically and expressly supersedes this Agreement with respect to a specific term, and then only with respect to the particular Study Order and specific term. If there is any discrepancy or conflict between the terms contained in a Protocol or workscope and this Agreement and/or the relevant Study Order, the terms of the Protocol or workscope shall govern and control with respect to clinical/scientific matters and the terms of the Agreement and/or the relevant Study Order in that order shall govern and control with respect to all other matters, e.g., legal and financial matters.

1.3 Adaptimmune agrees to commit funding in an amount of at least nineteen million six hundred and forty four thousand Dollars US ($19,644,000) for the performance of the Studies as set out in Exhibit I during the term ("Alliance Funding"). The JSC may allocate and/or re-allocate funds to Studies as necessary and agreed by JSC. The basic per patient estimate for Clinical Studies is as follows: for screening Clinical Studies: $***, for long term follow-up Clinical Studies: $*** and for other Clinical Studies: $***. If the Parties extend the term by mutual agreement as set forth herein, the Parties shall negotiate in good faith the amount of future Study funding commitments by Adaptimmune applicable to such extended term. In the event a Study is terminated early, then in relation to any funds allocated to such Study, the Parties shall promptly discuss and agree upon a replacement of that Study with a new study of similar scope that is of mutual scientific interest to the Parties and that is approved by the JSC, and that will be funded by the Alliance Funding. If there is any Alliance Funding at the expiration or termination of this Agreement, it will be allocated to studies, research or tests agreed by the JSC, and such Alliance Funding will be payable in accordance with agreed milestones relevant to such agreed studies, research or tests.

The Parties understand that the compensation being paid to MD Anderson under this Agreement constitutes the fair market value of the services to be provided hereunder. Neither MD Anderson nor Principal Investigator shall seek or accept reimbursement from any third-party payor for any Study items or procedures supplied by or paid for by Adaptimmune under this Agreement. MD Anderson acknowledges that Adaptimmune may be obligated to disclose all payments made hereunder, including the provision of non-monetary items of value, as may be required under Applicable Law, including the Physician Payments Sunshine Act, passed as Section 6002 of the 2010 Patient Protection and Affordable Care Act and, to the extent required by Applicable Laws, agrees to keep and maintain relevant records of such and, upon Adaptimmune's reasonable request, provide such records to Adaptimmune to the extent such information is not already in Adaptimmune's possession, but only to the extent required for Adaptimmune to comply with its legally required reporting obligations. MD Anderson consents to such disclosure, to the extent such disclosure is required for Adaptimmune to comply with Applicable Laws. MD Anderson shall ensure that the Principal Investigator provides in a timely manner all such reasonable information to Adaptimmune necessary for Adaptimmune to comply with any disclosure requirements to the extent required by and in accordance with 21 C.F.R. Part 54, including but not limited to, any information required to be disclosed in connection with any financial relationship between Adaptimmune and the Principal Investigators and sub-investigators involved in the Study, as well as any immediate family members thereof. MD Anderson will ensure that Principal Investigator promptly updates any provided information if any relevant changes occur during the performance of any Study and for one year following completion of any Study.

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

No amounts paid under this Agreement are intended to be for, nor shall they be construed as, an offer or payment made in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, or provide a favorable formulary status, for any Adaptimmune product or service. Any such compensation will be consistent with fair market value in arms-length transactions and will not be determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs. MD Anderson and Adaptimmune each confirm that in entering into this Agreement they have not accepted any bribes or illegal inducements to enter into this Agreement or to perform any Study and will not accept any bribe or illegal inducement or offer any bribe or illegal inducement in the performance of or for the performance of any Study whether during or after the termination or expiry of this Agreement.

1.4 The nineteen million six hundred and forty four thousand Dollars US ($19,644,000) for the Studies shall be due and payable to MD Anderson according to the schedule outlined in Table 2 in Exhibit II. The JSC retains the right to prioritize and replace Studies as necessary subject to Section 1.6.

1.5 The Parties will establish a Joint Steering Committee ("JSC") of equal representation, comprised of three (3) representatives (employees, directors or consultants who are subject to appropriate confidentiality obligations) from each Party, with the representatives of each Party collectively having one vote on all matters to be decided upon by the JSC. Each Party can appoint and replace its representatives in the JSC at its own discretion through timely written notice to the other Party.

1.6 The JSC will have meetings (either in person, by teleconference or via electronic means) at least quarterly. At least one meeting per year will be conducted in person or by videoconference (including the kick-off meeting). The JSC will decide on matters by unanimous vote with each of MD Anderson and Adaptimmune exercising one vote each provided, however, that no action may lawfully be taken at any meeting unless at least two representatives of each Party (including for this purpose any proxy representative appointed as provided below) are present at the meeting. If a member of the JSC is unable to attend a meeting, he or she may appoint, in writing, a proxy to participate and vote in his or her stead. Decisions may also be made by electronic mail, provided such electronic mail is provided by at least two representatives from Adaptimmune and MD Anderson and such electronic mail is acknowledged to be received by the recipient. Although decision will be made by mutual agreement of the JSC, in the event of any disagreement, ***

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1.7 The main task of the JSC will be to oversee the Alliance. In order to achieve the objectives of the Alliance, the JSC will oversee each Study under the Alliance. The JSC will provide technical, scientific, clinical, and regulatory guidance to the Studies and will be responsible for monitoring progress of these Studies. Additional representatives can be invited by the JSC on a case by case basis should discussion of certain topics require so, provided that such guests will be subject to an obligation of confidentiality and non-use at least as strict as Section 5 below. In the event a Study is terminated early or does not initiate, the Parties shall promptly replace that Study with a new study similar in scope that is of mutual scientific interest to the Parties. Once agreed by the JSC, such replacement study will be funded by the Alliance Funding and payable in accordance with agreed milestones for such replacement study.

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