

# ADAPTIMMUNE - GENERAL CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

## 1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

**Charges:** the charges payable by us to you 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:** means the contract between you and us made in accordance with these Conditions.

**Data Protection Legislation:** means 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.

**Personal Data:** means any personal data or information of a data subject: (a) protected by and within the scope of the Data Protection Legislation; (b) in respect of which we or any of our affiliates are a data processor; and (c) that will be processed by you in connection with the Contract.

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

**Services:** the supply of services by you to us.

**We or us:** means 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 which are implied by 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; (b) in accordance with reasonable instructions provided by us; and (c) in accordance with applicable laws, statutes and regulations, including good clinical practice or good manufacturing practices if applicable to the Services. You will ensure that all staff used to perform the Services will be adequately trained to provide such Services.

3.3 The Services and any deliverables will be provided 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 We will mutually agree any changes to the Services.

## 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.

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). We will pay invoices within 45 days of receipt.

6.3 All Charges are, unless otherwise stated, exclusive of VAT, which (where applicable) we will pay in addition against the provision of a valid VAT invoice. Other than the Charges and VAT 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 ("Foreground IPR") arising out of or in connection with the Services 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. 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 the 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, use or supply of the Services; or (b) your gross negligence, wilful 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.
- 9.2 Subject to clause 9.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, even if we have been advised of the possibility of such damages or losses.
- 9.3 Subject to clause 9.1, our total aggregate liability to you in respect of all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, will in no circumstances exceed the amount of the Charges actually paid by us to you in relation to the Goods or Services in relation to which the losses arose.

## **10. CANCELLATION AND TERMINATION**

- 10.1 We may cancel the Contract or any Order at any time by written notice to you. If we do cancel by written notice under this clause 10.1, we will pay you any Charges which have been incurred or are due and owing as at the date of such cancellation.
- 10.2 Without limiting any other rights or remedies, either you or we may terminate the Contract with immediate effect by giving written notice to the other if:
- (a) the other commits a material breach of the Contract and (if capable of remedy) fails to remedy that breach within fourteen (14) days of written notice identifying the material breach; or
- (b) either of us ceases to trade; suspend or threatens to suspend payment of any debts; is unable or deemed unable to pay any debts as they fall due or admits inability to pay any debts; is bankrupt or files for bankruptcy; enters into any compromise or arrangement with creditors, is the subject of winding-up proceedings or subject to the appointment of a receiver or administrator (or if a person becomes entitled to appoint a receiver or administrator over your assets); or if any event with equivalent effect takes place.
- 10.3 Termination or cancellation of the Contract will not affect the accrued rights, remedies, and liabilities of the parties as at expiry or termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.4 Clauses which by their nature should survive termination will survive termination including this clause 10.4.

## **11. CONFIDENTIALITY AND DATA PROTECTION**

- 11.1 You will continue to comply with the terms of any confidentiality agreement agreed between you and us. To the extent no confidentiality agreement exists or covers the supply of Goods or Services, you agree to keep any non-public or confidential information you receive from us or any of our affiliated companies or gain access to through the performance of the Contract as confidential (collectively "**Confidential Information**"). You will not disclose any Confidential Information to any third parties without our prior written consent. You will not use any Confidential Information for any purpose other than to perform your obligations under the Contract. These obligations of confidentiality and non-use shall not apply to any information which is or subsequently becomes public other than as a result of a breach of the Contract. The obligations of confidentiality and non-use shall continue indefinitely and shall survive any expiry or termination of the Contract.
- 11.2 To the extent that you will be carrying out processing of Personal Data on our behalf or on the behalf of our affiliates, you shall: (a) only process such Personal Data: (i) to the extent necessary to carry out your obligations under the Contract, (ii) in accordance with our specific written instructions; or (iii) as required by any regulator or applicable law (in which case you shall inform us of such legal requirement before processing, unless prevented from doing so by applicable law); (b) implement appropriate technical and organisational measures to maintain the security of such Personal Data and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to such Personal Data; (c) keep, and procure that your employees and agents keep, such Personal Data confidential in accordance with clause 11.1; (d) notify us without undue delay in writing and provide full cooperation to us in the event of a Personal Data Breach; (e) not make any public statements or issue any other notice to the affected data subjects and/or the relevant regulators in connection with a Personal Data Breach without our prior written consent; (f) provide full cooperation and assistance to us in relation to any request by a data subject to have access to Personal Data held about them or in relation to any other request, allegation or complaint by a competent authority or data subject; (g) provide all cooperation and information to us as is reasonably necessary for us to demonstrate compliance with our obligations pursuant to Data Protection Legislation, including permitting us (or a third party acting on our behalf) access to your premises and personnel to enable us to audit your compliance with your obligations under this clause or Data Protection Legislation; (h) at our request, delete or return all Personal Data to us on termination or expiration of the Contract, and delete all copies of the Personal Data (save to the extent retention of copies is required by applicable law) providing written confirmation of such deletion to us upon request; (i) not process Personal Data outside the European Economic Area (EEA) or a country not deemed to provide an adequate level of protection for personal data by any regulator without our prior written consent; and (j) not engage any third party (including your affiliates) to process Personal Data on our behalf as a sub-processor without our express prior written consent and shall ensure that any permitted sub-processors is subject to a written contract containing data protection obligations no less onerous than those set out in this clause. You shall be responsible and remain liable for the acts and omissions of any such permitted sub-processor.

## **12. GENERAL**

- 12.1 We 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.
- 12.2 We may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent. You may not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract.
- 12.3 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.
- 12.4 Notices under the Contract will be served in writing (including email) to the parties' respective addresses as communicated in writing.
- 12.5 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.
- 12.6 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, that 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.
- 12.7 The Contract and any claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims), will be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.