

**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): November 3, 2021

bluebird bio, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35966
(Commission File Number)

13-3680878
(IRS Employer
Identification No.)

**60 Binney Street,
Cambridge, MA**
(Address of Principal Executive Offices)

02142
(Zip Code)

Registrant's Telephone Number, Including Area Code: (339) 499-9300

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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 (see General Instructions A.2. below):

- 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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	BLUE	The NASDAQ Stock Market LLC

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 1.01 Entry into a Material Definitive Agreement.

Agreements with 2seventy bio

On November 4, 2021, bluebird bio, Inc. (“bluebird bio”) completed the previously announced separation of its oncology programs and portfolio, and certain related assets and liabilities, into a separate, independent, publicly traded company (the “Separation”). The Separation was effected by means of a distribution of all of the outstanding shares of common stock of 2seventy bio, Inc. (“2seventy bio”) in which each bluebird bio stockholder received one share of common stock, par value \$0.0001 per share, of 2seventy bio for every three shares of common stock, par value \$0.01 per share, of bluebird bio held as of the close of business on October 19, 2021 (the “Distribution”).

Separation Agreement

In connection with the Separation, bluebird bio entered into a separation agreement (the “Separation Agreement”) with 2seventy bio, dated as of November 3, 2021, that, among other things, set forth bluebird bio’s agreements with 2seventy bio regarding the principal actions to be taken in connection with the Separation, including the Distribution. The effective time of the Distribution was 12:01 a.m. on November 4, 2021. The Separation Agreement identifies assets transferred to, liabilities assumed by and contracts assigned to 2seventy bio as part of the Separation, and it provides for when and how these transfers, assumptions and assignments occur. The purpose of the Separation Agreement is to provide 2seventy bio and bluebird bio with assets to operate their respective businesses and retain or assume liabilities related to those assets. Each of 2seventy bio and bluebird bio agreed to releases, with respect to pre-Separation claims, and cross indemnities with respect to post-Separation claims, that are principally designed to place financial responsibility for the obligations and liabilities allocated to 2seventy bio under the Separation Agreement with 2seventy bio and financial responsibility for the obligations and liabilities allocated to bluebird bio under the Separation Agreement. bluebird bio and 2seventy bio are also each subject to mutual 12-month employee non-solicit and non-hire restrictions, subject to certain customary exceptions.

Tax Matters Agreement

bluebird bio and 2seventy bio also entered into a tax matters agreement, dated as of November 3, 2021, governing bluebird bio’s and 2seventy bio’s respective rights, responsibilities and obligations with respect to taxes (including taxes arising in the ordinary course of business and taxes, if any, incurred as a result of any failure of the distribution and certain related transactions to qualify as tax-free for U.S. federal income tax purposes), tax attributes, the preparation and filing of tax returns, the control of audits and other tax proceedings, and assistance and cooperation in respect of tax matters).

In addition, the tax matters agreement imposes certain restrictions on 2seventy bio (including restrictions on share issuances, business combinations, sales of assets and similar transactions) that are designed to preserve the tax-free status of the Distribution and certain related transactions. The tax matters agreement provides special rules that allocate tax liabilities in the event the Distribution, together with certain related transactions, is not tax-free. In general, under the terms of the tax matters agreement, if the distribution, together with certain related transactions, were to fail to qualify as a transaction that is generally tax-free, for U.S. federal income tax purposes, under Sections 355 and 368(a)(1)(D) of the Code, and if and to the extent that such failure results from a prohibited change of control in bluebird bio under Section 355(e) of the Code or an acquisition of bluebird bio stock or assets or certain actions, omissions or failures to act, by bluebird bio, then bluebird bio will bear any resulting taxes, interest, penalties and other costs. If and to the extent that such failure results from a prohibited change of control in 2seventy bio under Section 355(e) of the Code or an acquisition of 2seventy bio’s stock or assets or certain actions by 2seventy bio, then 2seventy bio will indemnify bluebird bio for any resulting taxes, interest, penalties and other costs, including any reductions in bluebird bio’s net operating loss carryforwards or other tax assets. If such failure does not result from a prohibited change of control in bluebird bio or 2seventy bio under Section 355(e) of the Code and both 2seventy bio and bluebird bio are responsible for such failure, liability will be shared according to relative fault. If neither 2seventy bio nor bluebird bio is responsible for such failure, bluebird bio will bear any resulting taxes, interest, penalties and other costs.

Employee Matters Agreement

In connection with the Separation, bluebird bio also entered into an employee matters agreement with 2seventy bio, dated as of November 3, 2021. The employee matters agreement allocates assets, liabilities and responsibilities relating to the employment, compensation and employee benefits of bluebird bio and 2seventy bio employees, and other related matters, in connection with the Separation, including the treatment of outstanding bluebird bio incentive equity awards and certain retirement and welfare benefit obligations. The employee matters agreement generally provides that, unless otherwise specified, 2seventy bio is responsible for liabilities associated with employees who transfer to 2seventy bio and employees whose employment terminated prior to the distribution but who primarily supported the 2seventy bio business, and bluebird bio is responsible for liabilities associated with other employees, including employees retained by bluebird bio.

Pursuant to the employee matters agreement, the outstanding bluebird bio equity awards held by 2seventy bio and bluebird bio employees were adjusted immediately prior to the distribution, with the intent to maintain, immediately following the distribution, the economic value of the awards immediately before the distribution date.

For both 2seventy bio and bluebird bio employees, bluebird equity awards granted prior to January 1, 2021 will be converted into equity awards of both bluebird bio and 2seventy bio. The number of shares underlying the converted bluebird bio equity awards will be determined by multiplying the number of shares underlying the existing bluebird bio equity award by a fraction, the numerator of which is the volume-weighted average trading price of bluebird bio common stock (trading “regular way”) on the five trading days immediately prior to the distribution date (the “bluebird Pre-Distribution VWAP”) and the denominator of which is the sum of (1) the volume-weighted average trading price of 2seventy bio common stock (trading “regular way”) on the five trading days immediately following the distribution date (the “2seventy Post-Distribution VWAP”) multiplied by the distribution ratio and (2) the volume-weighted average trading price of bluebird bio common stock (trading “regular way”) on the five trading days immediately following the distribution date (the “bluebird Post-Distribution VWAP”). The number of shares underlying the converted 2seventy bio equity awards will be determined by multiplying the number of shares underlying the existing bluebird bio equity awards by a fraction, the numerator of which is the bluebird Pre-Distribution VWAP and the denominator of which is the sum of (1) the 2seventy Post-Distribution VWAP multiplied by the distribution ratio and (2) the quotient obtained by dividing the bluebird Post-Distribution VWAP by the distribution ratio.

For bluebird bio employees holding bluebird bio equity awards granted on or after January 1, 2021, such equity awards will continue as bluebird bio equity awards, subject to adjustment. The number of shares of bluebird bio common stock underlying such adjusted equity awards will be equal to the number of shares of bluebird bio common stock subject to the equity award immediately prior to the distribution multiplied by a fraction, the numerator of which is the bluebird Pre-Distribution VWAP and the denominator of which is the bluebird Post-Distribution VWAP.

For 2seventy bio employees holding bluebird equity awards granted on or after January 1, 2021, such equity awards will be converted into 2seventy bio equity awards. The number of shares of 2seventy common stock underlying such converted equity awards will be equal to the number of shares of bluebird bio common stock subject to the equity award immediately prior to the distribution multiplied by a fraction, the numerator of which is the bluebird Pre-Distribution VWAP and the denominator of which is the 2seventy Post-Distribution VWAP.

Intellectual Property License Agreement

bluebird bio and 2seventy bio also entered into an intellectual property license agreement on November 3, 2021, pursuant to which each party granted a license to certain intellectual property and technology to the other. bluebird bio granted 2seventy bio a perpetual, worldwide, non-exclusive, royalty-free, fully paid-up license (or, as the case may be, sublicense) to certain intellectual property to allow 2seventy bio to use such intellectual property in connection with 2seventy bio's ongoing and future research and development activities and product candidates. 2seventy bio granted bluebird bio a perpetual, worldwide, non-exclusive, royalty-free, fully paid-up license (or, as the case may be, sublicense) to certain intellectual property for use in bluebird bio's existing products and product candidates. Such licenses between the parties generally allow current or future uses of the intellectual property in connection with each party's respective fields.

Transition Services Agreements

bluebird bio and 2seventy bio entered into a transition services agreements on November 3, 2021, pursuant to which bluebird bio will provide 2seventy bio with corporate and shared services and resources related to corporate functions such as finance, human resources, internal audit, research and development, financial reporting, and information technology, for an initial term of two years, unless earlier terminated or extended according to the terms of the transition services agreement.

bluebird bio and 2seventy bio entered into a second transition services agreement on November 3, 2021, pursuant to which 2seventy bio will provide certain services to bluebird bio, for an initial term of two years, unless earlier terminated or extended according to the terms of the transition services agreement.

The foregoing descriptions of the separation agreement, the tax matters agreement, the employee matters agreement, the intellectual property license agreement and the transition services agreements are only summaries and are qualified in their entirety by reference to the complete terms and conditions of such agreements, which are attached as Exhibit 2.1, Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, Exhibit 10.4 and Exhibit 10.5, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.01 Completion of the Acquisition or Disposition of Assets.

As described above, on November 4, 2021, bluebird bio completed the Separation and Distribution. In the Distribution, bluebird bio stockholders received one share of 2seventy bio common stock for every three shares of bluebird bio common stock held at the close of business on October 19, 2021. bluebird bio did not issue fractional shares of 2seventy bio's common stock in the distribution. Instead, bluebird bio's stockholders are entitled to receive cash in lieu of fractional 2seventy bio shares, subject to applicable tax withholding.

In connection with the Separation, bluebird bio assigned the material agreements listed below to 2seventy bio:

- Amended and Restated Master Collaboration Agreement by and between bluebird bio, Inc. and Celgene Corporation, dated June 3, 2015
- Amendment No. 1 to Amended and Restated Master Collaboration Agreement by and between bluebird bio, Inc. and Celgene Corporation, dated February 17, 2016
- Amendment No. 2 to Amended and Restated Master Collaboration Agreement by and between bluebird bio, Inc. and Celgene Corporation, dated September 28, 2017
- Amended and Restated License Agreement by and between bluebird bio, Inc. and Celgene Corporation, dated February 16, 2016
- Second Amended and Restated License Agreement by and between bluebird bio, Inc. and Celgene Corporation and Celgene European Investment Company LLC, dated May 8, 2020
- Amended and Restated Co-Development, Co-Promote and Profit Share Agreement by and between bluebird bio, Inc. and Celgene Corporation and Celgene European Investment Company LLC, dated March 26, 2018
- First Amendment to Amended and Restated Co-Development, Co-Promote and Profit Share Agreement by and between bluebird bio, Inc. and Celgene Corporation and Celgene European Investment Company LLC, dated May 8, 2020
- Lease, dated September 21, 2015, by and between bluebird bio, Inc. and ARE-MA Region No. 40 LLC

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

On November 4, 2021, in connection with the Separation, Daniel Lynch, Sarah Glickman, Ramy Ibrahim, Denice Torres, Marcela Maus and William Sellers each resigned from bluebird bio's board of directors (the "Board").

There are no disagreements between any of Mr. Lynch, Ms. Glickman, Dr. Ibrahim, Ms. Torres, Dr. Maus, and Dr. Sellers and bluebird bio on any matter relating to bluebird bio's operations, policies or practices.

Additionally, on November 4, 2021, in connection with the Separation, Nick Leschly, William Baird and Philip Gregory resigned as bluebird bio's chief executive officer, chief financial officer and chief scientific officer, respectively.

In connection with and effective as of the Separation, Andrew Obenshain, 48, was appointed as bluebird bio's president, chief executive officer and principal executive officer and member of the Board. Mr. Obenshain has served as bluebird bio's President, Severe Genetic Diseases since August 2020 and its senior vice president, head of Europe since 2016. Prior to that, from September 2015 to September 2016, Mr. Obenshain was the general manager of France and Benelux at Shire Pharmaceuticals, Inc. and from 2007 to 2013, he held roles of increasing responsibility at Genzyme. Mr. Obenshain received his MBA from Northwestern University's Kellogg School of Management, and his B.A. in genetics, cell and developmental biology from Dartmouth College.

There are no (i) family relationships, as defined in Item 401 of Regulation S-K, between Mr. Obenshain and any of bluebird bio's executive officers or directors, or any person nominated to become a director or executive officer, (ii) arrangements or understandings between Mr. Obenshain and any other person pursuant to which Mr. Obenshain was appointed as chief executive officer of bluebird bio or (iii) transactions in which Mr. Obenshain has an interest requiring disclosure under Item 404(a) of Regulation S-K. In connection with his appointment as bluebird bio's chief executive officer and principal executive officer, Mr. Obenshain's annual base salary was increased from \$550,000 to \$625,000, and his annual target bonus was increased to 60% of his base salary.

In connection with and effective as of the Separation, Gina Consylman, 49, was appointed as bluebird bio's chief financial officer and principal financial officer. Prior to joining bluebird bio, Ms. Consylman served as senior vice president, chief financial officer of Ironwood Pharmaceuticals, Inc., since November 2017. From 2014 to 2017, Ms. Consylman held roles of increasing responsibility at Ironwood. Ms. Consylman holds a B.S. in accounting from Johnson & Wales University and a M.S. in taxation from Bentley University.

There are no (i) family relationships, as defined in Item 401 of Regulation S-K, between Ms. Consylman and any of bluebird bio's executive officers or directors, or any person nominated to become a director or executive officer, (ii) arrangements or understandings between Ms. Consylman and any other person pursuant to which Ms. Consylman was appointed as chief financial officer of bluebird bio or (iii) transactions in which Ms. Consylman has an interest requiring disclosure under Item 404(a) of Regulation S-K.

In connection with and effective as of the Separation, Jason Cole, 49, was appointed as bluebird bio's chief business officer. Mr. Cole has served as bluebird bio's chief operating and legal officer since February 2019. Prior to this role, Mr. Cole served as bluebird bio's chief legal officer since March 2016. Mr. Cole received an A.B. in Government from Dartmouth College and a J.D. from Columbia University School of Law.

There are no (i) family relationships, as defined in Item 401 of Regulation S-K, between Mr. Cole and any of bluebird bio's executive officers or directors, or any person nominated to become a director or executive officer, (ii) arrangements or understandings between Mr. Cole and any other person pursuant to which Mr. Cole was appointed as chief business officer of bluebird bio or (iii) transactions in which Mr. Cole has an interest requiring disclosure under Item 404(a) of Regulation S-K.

In connection with and effective as of the Separation, Jessica Whitten, 45, was appointed as bluebird bio's chief accounting officer and principal accounting officer. Ms. Whitten has served as bluebird bio's vice president of accounting and global controller since February 2021. Prior to this role, Ms. Whitten served as bluebird bio's vice president of internal audit since November 2019. Prior to that, from 2017 to 2019, Ms. Whitten was vice president of internal audit with American Renal Associates and from 2015 through 2017 Ms. Whitten was with the Federal Reserve Bank of Boston as assistant vice president and assistant general auditor. Ms. Whitten received a B.A. in accounting and English from Bentley University.

There are no (i) family relationships, as defined in Item 401 of Regulation S-K, between Ms. Whitten and any of bluebird bio's executive officers or directors, or any person nominated to become a director or executive officer, (ii) arrangements or understandings between Ms. Whitten and any other person pursuant to which Ms. Whitten was appointed as chief accounting officer of bluebird bio or (iii) transactions in which Ms. Whitten has an interest requiring disclosure under Item 404(a) of Regulation S-K. In connection with her appointment as bluebird

bio's chief accounting officer and principal accounting officer, Ms. Whitten's annual base salary was increased from \$290,000 to \$300,000.

Item 7.01 Regulation FD Disclosure.

On November 4, 2021, bluebird bio issued a press release in connection with the completion of the Separation. A copy of the press release is attached hereto as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(b) Pro forma financial information. The unaudited pro forma consolidated financial statements of bluebird bio, Inc., giving effect to the Separation, and the related notes thereto, are attached hereto as Exhibit 99.2.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1*	Separation Agreement, dated as of November 3, 2021, by and between bluebird bio, Inc. and 2seventy bio, Inc.
10.1	Tax Matters Agreement, dated as of November 3, 2021, by and between bluebird bio, Inc. and 2seventy bio, Inc.
10.2*	Employee Matters Agreement, dated as of November 3, 2021, by and between bluebird bio, Inc. and 2seventy bio, Inc.
10.3*	Intellectual Property License Agreement, dated as of November 3, 2021, by and between bluebird bio, Inc. and 2seventy bio, Inc.
10.4*	Transition Services Agreement, dated as of November 3, 2021, by and between bluebird bio, Inc. and 2seventy bio, Inc.
10.5*	Transition Services Agreement, dated as of November 3, 2021, by and between 2seventy bio, Inc. and bluebird bio, Inc.
99.1	Press Release of bluebird bio, Inc. dated November 4, 2021
99.2	bluebird bio, Inc. Unaudited Pro Forma Consolidated Financial Statements
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. bluebird bio hereby undertakes to furnish copies of any of the omitted schedules and exhibits upon request by the U.S. Securities and Exchange Commission.

SIGNATURES

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.

Date: November 4, 2021

bluebird bio, Inc.

By: /s/ Andrew Obenshain

Name: Andrew Obenshain

Title: Chief Executive Officer

SEPARATION AGREEMENT

by and between

BLUEBIRD BIO, INC.

and

2SEVENTY BIO, INC.

Dated as of November 3, 2021

SEPARATION AGREEMENT

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SEPARATION AGREEMENT

This SEPARATION AGREEMENT (this “Agreement”), dated as of November 3, 2021, is entered into by and between bluebird bio, Inc. (“bluebird”), a Delaware corporation, and 2seventy bio, Inc. (“2seventy”), a Delaware corporation and a wholly owned Subsidiary of bluebird. “Party” or “Parties” means bluebird or 2seventy, individually or collectively, as the case may be. Each capitalized term used and not elsewhere defined herein has the meaning set forth in Section 1.1.

W I T N E S S E T H:

WHEREAS, bluebird, acting together with its Subsidiaries, currently conducts the Severe Genetic Disease Business and the Oncology Business;

WHEREAS, the Board of Directors of bluebird (the “Board”) has determined that it is appropriate, desirable and in the best interests of bluebird and its stockholders to separate bluebird into two separate, publicly-traded companies, one for each of (i) the Severe Genetic Disease Business, which shall be owned and conducted, directly or indirectly, by bluebird and its Subsidiaries and (ii) the Oncology Business, which shall be owned and conducted, directly or indirectly, by 2seventy and its Subsidiaries, if any (the “Separation”);

WHEREAS, as part of and to implement the Separation, (i) bluebird shall, and shall cause its Subsidiaries to, contribute, assign, transfer, convey and deliver to 2seventy or its designees, the 2seventy Assets in exchange for (x) the assumption by 2seventy and its Subsidiaries of the 2seventy Liabilities and (y) the issuance by 2seventy to bluebird of shares of 2seventy Common Stock, and (ii) bluebird shall cause the Distribution Agent to issue pro rata to the Record Holders pursuant to the Distribution Ratio, all of the issued and outstanding shares of 2seventy Common Stock (such issuance, the “Distribution”) on the terms and conditions set forth in this Agreement;

WHEREAS, it is appropriate and desirable to set forth the principal corporate transactions required to effect the Separation and certain other agreements relating to the relationship of bluebird and 2seventy and their respective Subsidiaries following the Distribution;

WHEREAS, (i) the Board has (x) determined that the Separation and the other transactions contemplated by this Agreement and the Ancillary Agreements (as defined below) have a valid business purpose, are in furtherance of and consistent with its business strategy and are in the best interests of bluebird and its stockholders and (y) approved this Agreement and each of the Ancillary Agreements and (ii) the board of directors of 2seventy has approved this Agreement and each of the Ancillary Agreements to which 2seventy is a party;

WHEREAS, the Parties acknowledge that this Agreement and the Ancillary Agreements represent the integrated agreement of bluebird and 2seventy relating to the Separation and the Distribution, are being entered into together and would not have been entered into independently; and

WHEREAS, for U.S. federal income tax purposes, it is the intention of the Parties that the Separation and the Distribution, taken together, will qualify as a reorganization within the meaning of Section 368(a)(1)(D) by reason of the Distribution qualifying under Section 355 of the Code; and

WHEREAS, this Agreement is intended and updated as a “plan of reorganization” within the meaning of Treasury Regulations Section 1.368-2(g).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 General. As used in this Agreement, the following terms shall have the following meanings:

(1) “2seventy” shall have the meaning set forth in the Recitals.

(2) “2seventy Assets” means the following, but in each case excluding the Excluded Assets:

(i) all interests in the capital stock of, or any other equity interests in, the members of the 2seventy Group held, directly or indirectly, by bluebird immediately prior to the Distribution Effective Time (other than the capital stock of 2seventy);

(ii) all Intellectual Property that is exclusively related to the Oncology Business, including the Intellectual Property identified on Schedule 1.1(2)(ii);

(iii) all Trademarks that are exclusively related to the Oncology Business (hereafter, “2seventy Trademarks”), including the Trademarks identified on Schedule 1.1(2)(iii);

(iv) all inventory of 2seventy Product Candidates, including the materials, components, and packaging materials required to manufacture and/or package the corresponding 2seventy Product Candidates;

(v) any and all Assets that are expressly assigned by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Assets which have been or are

to be retained by, or Transferred to, any member of the 2seventy Group, including any and all cash and cash equivalents expressly assigned to 2seventy pursuant to Section 2.11;

(vi) any and all Assets reflected on either (a) the 2seventy Balance Sheet (including accounts receivable outstanding as of the Distribution Date but excluding cash and cash equivalents, the allocation of which shall be governed by Section 2.11) or (b) the accounting records supporting such balance sheet, subject to any dispositions of any of such Assets subsequent to the date of the 2seventy Balance Sheet; provided that the amounts set forth on the 2seventy Balance Sheet with respect to any Assets shall not be treated as minimum amounts or limitations on the amount of such Assets that are included in the definition of 2seventy Assets pursuant to this clause (vi);

(vii) any and all Assets acquired by or for any member of the 2seventy Group subsequent to the date of the 2seventy Balance Sheet which, had they been so acquired on or before such date and owned as of such date, would have been reflected on the 2seventy Balance Sheet if prepared on a consistent basis, subject to any dispositions of any of such Assets subsequent to the date of the 2seventy Balance Sheet, it being understood that the 2seventy Balance Sheet shall be used to determine the types of, and methodologies used to determine, those Assets that are included in the definition of 2seventy Assets pursuant to this clause (vii);

(viii) all rights, interests and claims of either Party or any of its Subsidiaries as of the Distribution Effective Time to the 2seventy Product Candidates, including all rights and claims of either Party or any of its Subsidiaries as of the Distribution Effective Time to all compound, discovery, development, in vitro and preclinical data; clinical study data; reports and analyses; product registrations and applications; and marketing registrations and applications (which shall include all United States Food and Drug Administration and other similar regulatory approvals and licenses related to, and all related applications and other information submitted for the purposes of or prepared in connection with obtaining the approval for, a 2seventy Product Candidate), to the extent related to the 2seventy Product Candidates;

(ix) all rights, interests and claims of either Party or any of its Subsidiaries as of the Distribution Effective Time to the 2seventy Discovery Programs, including all rights and claims of either Party or any of its Subsidiaries as of the Distribution Effective Time to all compound, discovery, development, in vitro and preclinical data, and reports and analyses, to the extent related to the 2seventy Discovery Programs;

(x) all Contracts to which either Party or any member of its Group is a party or by which it or any member of its Group or any of their respective Assets is bound, in each case, as of immediately prior to the Distribution Effective Time exclusively related to the Oncology Business and any rights or claims arising thereunder, including the Contracts listed on Schedule 1.1(2)(x);

(xi) the portion of any Shared Contract that relates to the Oncology Business;

(xii) all transferable licenses, permits, registrations, approvals, designations (including orphan drug designations) and authorizations of either Party or any of the members of its Group as of immediately prior to the Distribution Effective Time which have been issued by any Governmental Entity and which relate exclusively to, or are used exclusively in, the Oncology Business or the 2seventy Assets, and any rights or claims arising thereunder;

(xiii) all rights, claims, credits, causes of action or rights of set-off against Persons other than members of the bluebird Group relating exclusively to the Oncology Business or the 2seventy Assets, including the right to sue for past infringement arising before, on or after the Distribution Effective Time;

(xiv) to the extent in the possession of any member of the bluebird Group or the 2seventy Group immediately prior to the Distribution Effective Time (and other than Intellectual Property), whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape, digitally or any other form, or stored on remote servers accessed from the internet, (A) all business records to the extent exclusively related to the 2seventy Assets or 2seventy Liabilities; (B) all of the separate financial and property Tax records of the members of the 2seventy Group that do not form part of the general ledger of any member of the bluebird Group; (C) all other books, records, ledgers, files, documents, correspondence, lists, plats, drawings, and photographs, including product literature, equipment test records, advertising and promotional materials, distribution lists, customer lists, supplier lists, studies, reports, operating, production and other manuals, manufacturing and quality control records and procedures, research and development files, regulatory filings, submissions and correspondence and other regulatory and compliance files, records and documents, and accounting and business books (including the accounting records prepared in connection with the preparation of 2seventy's financial information included in the Information Statement or any subsequent filings or financial periods through the Distribution Date), records, files, documentation and materials, in all cases to the extent exclusively related to the Oncology Business; (D) copies of any bluebird templates and form documents used in the operation of the Oncology Business; and (E) the information listed on Schedule 1.1(2)(xiv) (collectively, the "2seventy Records"); provided, however, that: (x) bluebird shall be entitled to retain a copy of any and all 2seventy Records; (y) bluebird shall be entitled to retain any materials in clauses (A) and (C) that are not reasonably practicable to identify and extract subject to the right of access pursuant to Section 7.3, as determined in bluebird's commercially reasonable discretion; and (z) bluebird shall be entitled to redact any portion of the 2seventy Records to the extent related to any matter other than the Oncology Business; provided, however, that such retained materials shall be deemed Confidential Information of 2seventy and subject to the provisions of Section 7.6;

(xv) all rights, interests and claims of either Party or any of its Subsidiaries as of the Distribution Effective Time to the Gene Editing Platform, including all rights and claims of either Party or any of its Subsidiaries as of the Distribution Effective Time to all on-target editing assays, functional bioassays, and off-target discovery and verification analytics, and reports and analyses, to the extent related to the Gene Editing Platform;

(xvi) the facilities and other real property listed or described on Schedule 1.1(2)(xvi) (the “Leased Real Property”);

(xvii) all tangible equipment (including information technology, equipment and machinery), infrastructure, wires, supplies and other tangible property that is owned by, leased to or licensed to bluebird or any of its Subsidiaries immediately prior to the Distribution Effective Time and is either (x) located at the Leased Real Property (except for such property set forth on Schedule 1.1(2)(xvii) which shall be retained by the bluebird Group) or (y) exclusively related to the Oncology Business;

(xviii) any and all other Assets that relate exclusively to or are used exclusively in the Oncology Business or exclusively related to a 2seventy Asset that are held by the 2seventy Group or the bluebird Group immediately prior to the Distribution Effective Time; and

(xix) any and all other Assets that were inadvertently omitted or assigned that, had the Parties given specific consideration to such Assets as of the date of this Agreement, would have otherwise been classified as 2seventy Assets based on the principles set forth in this Section 1.1(2); provided that no Asset shall be a 2seventy Asset solely as a result of this clause (xix) unless a claim with respect thereto is made by 2seventy on or prior to the date that is the second anniversary of the Distribution Date. Notwithstanding the foregoing or anything to the contrary herein, “2seventy Asset” shall not include any rights or interests in or to any Intellectual Property except to the extent set forth in the foregoing clauses of this Section 1.1(2).

(3) “2seventy Balance Sheet” means the pro forma balance sheet of the 2seventy Group, including the notes thereto, as of June 30, 2021, as prepared in accordance with generally accepted accounting principles in the United States and Rule 11-02 of Regulation S-X, and included in the Information Statement.

(4) “2seventy Claim” shall have the meaning set forth in Section 6.2.

(5) “2seventy Common Stock” means the common stock, par value \$0.0001 per share, of 2seventy.

(6) “2seventy Designees” means any and all entities (including corporations, general or limited partnerships, trusts, joint ventures, unincorporated organizations, limited liability entities or other entities) designated by 2seventy and that will be members of the 2seventy Group as of immediately prior to the Distribution Effective Time.

(7) “2seventy Discovery Programs” shall have the meaning set forth in Section 1.1(76).

(8) “2seventy Group” means (a) 2seventy and any entity that is a Subsidiary of 2seventy or will be a Subsidiary of 2seventy immediately following the Distribution Effective Time and (b) on and after the Distribution Effective Time, 2seventy and any entity that is a Subsidiary of 2seventy. For clarity, members of the 2seventy Group party to any Conveyancing and Assumption Instrument shall be a 2seventy Designee for purposes of this Agreement.

(9) “2seventy Indemnitees” means the members of the 2seventy Group and their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, each of the heirs, executors, administrators, successors and assigns of any of the foregoing.

(10) “2seventy Liabilities” means, without duplication, but in each case excluding the Excluded Liabilities:

(i) any and all Liabilities to the extent relating to, arising out of or resulting from the conduct of the Oncology Business, as conducted at any time, including prior to, at or after the Distribution Effective Time (including any such Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority) of the 2seventy Group or the bluebird Group);

(ii) any and all Liabilities to the extent relating to, arising out of or resulting from the conduct of any business by any member of the 2seventy Group at any time after the Distribution Effective Time (including any such Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority) of the 2seventy Group);

(iii) any and all Liabilities to the extent relating to, arising out of or resulting from any 2seventy Asset, whether arising before, on or after the Distribution Effective Time;

(iv) any and all Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be Assumed or retired or satisfied by any member of the 2seventy Group;

(v) any and all Liabilities reflected on the 2seventy Balance Sheet or the accounting records supporting such balance sheet and any and all Liabilities incurred by or for 2seventy or any member of the 2seventy Group or bluebird Group subsequent to the date of the 2seventy Balance Sheet which, had they been so incurred on or before such date, would have been reflected on the 2seventy Balance Sheet if prepared on a consistent basis, subject to any discharge of any of such Liabilities subsequent to the date of the 2seventy Balance Sheet; it being understood that (A) the 2seventy Balance Sheet shall be used to determine the types of, and methodologies used to determine, those Liabilities that are included in the definition of 2seventy Liabilities pursuant to this clause (v); and (B) the amounts set forth on the 2seventy Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of 2seventy Liabilities pursuant to this clause (v);

(vi) any and all Liabilities to the extent relating to, arising out of or resulting from the development of 2seventy Product Candidates prior to the Distribution Effective Time by any member of the 2seventy Group or the bluebird Group;

(vii) the Liabilities listed or described on Schedule 1.1(10)(vii);

(viii) any and all Liabilities relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, with respect to all information contained in the Distribution Disclosure Documents, except to the extent specifically enumerated in clause (ii) of the definition of “Excluded Liabilities”;

(ix) any and all Liabilities arising directly or indirectly from Actions to the extent relating to the 2seventy Assets, the Oncology Business or any 2seventy Liability, including in respect of any alleged tort, breach of Contract, violation or noncompliance with Law or any licenses, permits, registrations, approvals and authorizations, whether arising prior to, on or after the Distribution Date; and

(x) any and all other Liabilities that are held by the 2seventy Group or the bluebird Group immediately prior to the Distribution Effective Time that were inadvertently omitted or assigned that, had the Parties given specific consideration to such Liabilities as of the date of this Agreement, would have otherwise been classified as a 2seventy Liability based on the principles set forth in this Section 1.1(10); provided that no Liability shall be a 2seventy

Liability solely as a result of this clause (x) unless a claim with respect thereto is made by bluebird or 2seventy on or prior to the date that is the second anniversary of the Distribution Date.

(11) “2seventy Product Candidates” means the products and product candidates described on Schedule 1.1(11).

(12) “2seventy Records” shall have the meaning set forth in Section 1.1(2)(xiv).

(13) “2seventy Released Liabilities” shall have the meaning set forth in Section 6.1(a)(ii).

(14) “2seventy Trademarks” shall have the meaning set forth in Section 1.1(2)(iii).

(15) “2seventy Transition Services Agreement” means the Transition Services Agreement to be entered into by and between bluebird and 2seventy under which 2seventy will provide certain services to bluebird.

(16) “Action” means any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, case, litigation, proceeding or investigation (whether civil, criminal, administrative or investigative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.

(17) “Administrator” shall have the meaning set forth in Section 8.2(a).

(18) “Affiliate” means, when used with respect to a specified Person and at a point in, or with respect to a period of, time, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person at such point in or during such period of time. For the purposes of this definition, “control”, when used with respect to any specified Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that no Party or member of its Group shall be deemed to be an Affiliate of the other Party or a member of such other Party’s Group solely by reason of having common stockholders or one or more directors in common or by reason of having been under common control of bluebird prior to the Distribution Effective Time.

(19) “Agreement” shall have the meaning set forth in the Recitals.

(20) “Ancillary Agreements” means the Transaction Agreements other than this Agreement, all Conveyancing and Assumption Instruments and any and all other agreements entered into by the Parties or members of their respective Groups (but as to which no Third Party

is a party) in connection with the Separation or the other transactions contemplated by the Transaction Agreements.

(21) “Arbitrators” shall have the meaning set forth in Section 8.2(a).

(22) “Assets” means all rights, title and ownership interests in and to all rights, properties, claims, Contracts, businesses, or assets (including goodwill), wherever located (including in the possession of vendors or other Third Parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, in each case, whether or not recorded or reflected on the books and records or financial statements of any Person. Except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes (including any Tax items, attributes or rights to receive any Tax Refunds (as defined in the Tax Matters Agreement)) shall not be treated as Assets governed by this Agreement.

(23) “Assume” and “Assumption” shall have the respective meanings set forth in Section 2.2(a)(iii).

(24) “bluebird” shall have the meaning set forth in the Recitals.

(25) “bluebird Claim” shall have the meaning set forth in Section 6.3.

(26) “bluebird Common Stock” means the common stock, par value \$0.01 per share, of bluebird.

(27) “bluebird Designees” shall mean any and all entities (including corporations, general or limited partnerships, trusts, joint ventures, unincorporated organizations, limited liability companies or other entities) designated by bluebird and that will be members of the bluebird Group as of immediately prior to the Distribution Effective Time. For clarity, members of the bluebird Group party to any Conveyancing and Assumption Instrument shall be a bluebird Designee for purposes of this Agreement.

(28) “bluebird Group” means (a) prior to the Distribution Effective Time, bluebird and each entity that will be a Subsidiary of bluebird immediately following the Distribution Effective Time and (b) from and after the Distribution Effective Time, bluebird and each entity that is a Subsidiary of bluebird.

(29) “bluebird Indemnitees” means the members of the bluebird Group and their respective past, present and future directors, officers, employees and agents, in each case in their respective capacities as such, and each of the heirs, executors, administrators, successors and assigns of any of the foregoing.

(30) “bluebird Released Liabilities” shall have the meaning set forth in Section 6.1(a)(i).

(31) “bluebird Retained Assets” means (i) any and all Assets of bluebird or any of its Subsidiaries that are not 2seventy Assets and, after the Distribution Effective Time, any and all Assets that are acquired or otherwise become Assets of any member of the bluebird Group and (ii) any Assets that are held by the 2seventy Group or the bluebird Group immediately prior to the Distribution Effective Time not exclusively related to the Oncology Business that were inadvertently omitted or assigned that, had the Parties given specific consideration to such Assets as of the date of this Agreement, would have otherwise been classified as a bluebird Retained Asset based on the principles set forth in this Section 1.1(31); provided that no Asset shall be a bluebird Retained Asset solely as a result of this clause (ii) unless a claim with respect thereto is made by bluebird on or prior to the date that is the second anniversary of the Distribution Date. For clarity, bluebird Retained Assets shall include all Excluded Assets.

(32) “bluebird Retained Liabilities” means (i) all Liabilities of bluebird or any of its Subsidiaries that are not 2seventy Liabilities, and, after the Distribution Effective Time, all Liabilities of each member of the bluebird Group and (ii) any and all other Liabilities of bluebird or any of its Subsidiaries immediately prior to the Distribution Effective Time that were inadvertently omitted or assigned that, had the Parties given specific consideration to such Liabilities as of the date of this Agreement, would have otherwise been classified as a bluebird Retained Liability based on the principles set forth in this Section 1.1(32); provided that no Liability shall be a bluebird Retained Liability solely as a result of this clause (ii) unless a claim with respect thereto is made by bluebird or 2seventy on or prior to the date that is the second anniversary of the Distribution Date. For clarity, bluebird Retained Liabilities shall include all Excluded Liabilities.

(33) “bluebird Transition Services Agreement” means the Transition Services Agreement to be entered into by and between bluebird and 2seventy under which bluebird will provide certain services to 2seventy.

(34) “Board” shall have the meaning set forth in the Recitals.

(35) “Business Day” means any day other than Saturday or Sunday and any other day on which commercial banking institutions located in Boston, Massachusetts or New York, New York are required, or authorized by Law, to remain closed.

(36) “Claiming Party” shall have the meaning set forth in Section 6.4(b).

(37) “Code” shall have the meaning set forth in the Tax Matters Agreement.

(38) “Commission” means the U.S. Securities and Exchange Commission.

(39) “Confidential Information” means, with respect to a Party, all confidential or proprietary information to the extent concerning: (i) such Party or any of its Subsidiaries, (ii) the Oncology Business, any 2seventy Assets or any 2seventy Liabilities and (iii) the Severe Genetic Disease Business, any bluebird Retained Assets or any bluebird Retained Liabilities, in each case of clauses (i), (ii) and (iii) including any such information furnished pursuant to Article VII or otherwise pursuant to this Agreement or any Ancillary Agreement; provided, however, that “Confidential Information” shall not include any information that is (i) in the public domain or known to the public through no fault of the receiving Party or any of its Subsidiaries, (ii) lawfully acquired after the Distribution Effective Time by the receiving Party or any of its Subsidiaries from Third Parties not known to be subject to confidentiality obligations with respect to such information or (iii) independently developed by the receiving Party or any of its Subsidiaries after the Distribution Effective Time without reference to any Confidential Information of the disclosing Party or any of its Subsidiaries. For the avoidance of doubt, subject to the foregoing proviso, (x) any information that 2seventy receives from any Third Party to a Third Party Agreement retained by any member of the bluebird Group (or that is a Shared Contract) regarding bluebird’s technology, products, business or objectives shall be deemed to be Confidential Information of bluebird, and (y) any information that bluebird receives from any Third Party to a Third Party Agreement assigned to any member of the 2seventy Group (or that is a Shared Contract) regarding 2seventy’s technology, products, business or objectives shall be deemed to be Confidential Information of 2seventy. All confidential or proprietary information to the extent concerning the Oncology Business, any 2seventy Assets or any 2seventy Liabilities is hereby deemed to be part of 2seventy’s, but not bluebird’s, Confidential Information. All confidential or proprietary information to the extent concerning the Severe Genetic Disease Business, any bluebird Retained Assets or any bluebird Retained Liabilities is hereby deemed to be part of bluebird’s, but not 2seventy’s, Confidential Information.

(40) “Consents” means any consents, waivers, notices, reports or other filings to be obtained from or made, including with respect to any Contract, or any registrations, licenses, permits, authorizations to be obtained from, or approvals from, or notification requirements to, any Third Parties, including any Governmental Entity.

(41) “Contract” means any agreement, contract, subcontract, obligation, binding understanding, note, indenture, instrument, option, lease, promise, arrangement, release, warranty, license, sublicense, insurance policy, benefit plan, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

(42) “Conveyancing and Assumption Instruments” means, collectively, the various Contracts (other than any Transaction Agreement) by and between or among any member(s) of the bluebird Group, on the one hand, and any member(s) of the 2seventy Group, on the other

hand, including related local asset transfer agreements or intellectual property assignment agreements and other documents entered into prior to the Distribution Effective Time and to be entered into, in each case to effect the Transfer of Assets and the Assumption of Liabilities in the manner contemplated by the Transaction Agreements, in such form or forms as the applicable parties thereto agree.

(43) “Copyrights” shall have the meaning set forth in Section 1.1(67)(iii).

(44) “Direct Claim” shall have the meaning set forth in Section 6.4(a)(ii).

(45) “Dispute Notice” shall have the meaning set forth in Section 8.1.

(46) “Disputes” shall have the meaning set forth in Section 8.1.

(47) “Distribution” shall have the meaning set forth in the Recitals.

(48) “Distribution Agent” means American Stock Transfer & Trust Company.

(49) “Distribution Date” means the date, as shall be determined by the Board, on which the Distribution occurs.

(50) “Distribution Disclosure Documents” means the Form 10 and all exhibits thereto (including the Information Statement), any current reports on Form 8-K and the registration statement on Form S-8 related to securities to be offered under 2seventy’s employee benefit plans, in each case as filed or furnished by 2seventy with or to the Commission in connection with the Distribution and including any amendments or supplements thereto.

(51) “Distribution Effective Time” means 12:01 a.m., Eastern time, on the Distribution Date.

(52) “Distribution Ratio” means one (1) share of 2seventy Common Stock for every three (3) shares of bluebird Common Stock.

(53) “Employee Matters Agreement” means the Employee Matters Agreement to be entered into by and between bluebird and 2seventy.

(54) “Exchange Act” means the Securities Exchange Act of 1934.

(55) “Excluded Assets” means: (i) the Assets listed or described on Schedule 1.1(55); (ii) all cash and cash equivalents, except to the extent expressly assigned to the 2seventy Group pursuant to Section 2.11; (iii) subject to the rights of the 2seventy Group pursuant to Article IX, all Policies binders and claims and rights thereunder and all prepaid insurance premiums (other than any insurance policies acquired prior to the Distribution Effective Time directly by and in the name of 2seventy or a member of the 2seventy Group); (iv) any and all work papers of bluebird’s auditors, excluding the accounting records prepared in connection with the preparation

of 2seventy's financial information included in the Information Statement or any subsequent filings or financial periods through the Distribution Date, and any other Tax records (including accounting records, other than the accounting records prepared in connection with the preparation of the financial information included in the Information Statement or any subsequent filings or financial periods through the Distribution Date) of any bluebird Group member (which will be addressed in the Tax Matters Agreement), excluding all bluebird templates and form documents used in the operation of the Oncology Business; and (v) any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement (or the Schedules hereto or thereto) as Assets which have been or are to be retained by, or Transferred to, any member of the bluebird Group.

(56) "Excluded Liabilities" means (i) the Liabilities listed or described on Schedule 1.1(56)(i); (ii) with respect to all information contained in the Distribution Disclosure Documents, any and all Liabilities relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading described in the sections of the Distribution Disclosure Documents referenced on Schedule 1.1(56)(ii); and (iii) any and all Liabilities to the extent expressly contemplated by this Agreement or by any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be Assumed or discharged by any member of the bluebird Group.

(57) "Form 10" means the registration statement on Form 10 (File Number: 001-40791) filed by 2seventy with the Commission under the Exchange Act in connection with the Distribution, including any amendment or supplement thereto.

(58) "Gene Editing Platform" shall have the meaning set forth in Section 1.1(76)(iii).

(59) "Governmental Entity" means any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational, or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government, including NASDAQ and any similar self-regulatory body under applicable securities Laws.

(60) "Group" means (a) with respect to bluebird, the bluebird Group and (b) with respect to 2seventy, the 2seventy Group, as the context requires.

(61) "Indemnifiable Losses" means any and all Liabilities, including damages, losses, obligations, penalties, judgments, settlements, claims, payments, fines and other costs and expenses (but excluding consequential, indirect, punitive, exemplary, remote, speculative or similar damages, except (i) to the extent paid to a Third Party or (ii) consequential or similar

damages resulting from a breach of Article VII) of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable fees and expenses of attorneys, accountants, consultants and other professionals incurred in the investigation or defense thereof or the enforcement of rights hereunder.

(62) “Indemnifying Party” means, with respect to any Direct Claim or Third Party Claim, the Party which is or may be required pursuant to Article VI to provide indemnification pursuant to such claim.

(63) “Indemnitee” means, with respect to any Direct Claim or Third Party Claim, the bluebird Indemnitee or 2seventy Indemnitee, as the case may be, that may be entitled to indemnification hereunder with respect to such claim.

(64) “Indemnity Payment” shall have the meaning set forth in Section 6.5(a).

(65) “Information Statement” means the Information Statement attached as Exhibit 99.1 to the Form 10, to be distributed or made available to the holders of shares of bluebird Common Stock in connection with the Distribution, including any amendment or supplement thereto.

(66) “Insurance Proceeds” means those monies (a) received by an insured from a Third Party insurance carrier or (b) paid by a Third Party insurance carrier on behalf of an insured, in either case net of any applicable deductible or retention.

(67) “Intellectual Property” means all intellectual property, whether registered or unregistered and whether granted, pending or expired, of every kind and description throughout the world, including all U.S. and non-U.S.:

(i) trademarks, trade dress, service marks, certification marks, common law trademarks and service marks, logos, slogans, designs, names, corporate names, and trade names, together with the goodwill symbolized by any of the foregoing (collectively, “Trademarks”);

(ii) patents and patent applications, and any and all related national or international counterparts thereto and utility models, including any provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions and extensions thereof (including supplementary protection certificates) (collectively, “Patents”);

(iii) copyrights and copyrightable subject matter, excluding Know-How (collectively, “Copyrights”);

(iv) internet domain names, social media accounts and addresses and other similar designations of source or origin;

- (v) rights in software and computer systems;
- (vi) all applications and registrations for the foregoing;
- (vii) trade secrets, and all other confidential or proprietary information, know-how, clinical data, non-clinical data, pre-clinical data, in vitro data, inventions, processes, formulae and methodologies, excluding Patents (collectively, “Know-How”); and
- (viii) all rights and remedies against past, present, and future infringement, misappropriation, or other violation thereof.

(68) “Intercompany Account” means any receivable, payable or loan between any member of the bluebird Group, on the one hand, and any member of the 2seventy Group, on the other hand, except for any such receivable, payable or loan that arises pursuant to this Agreement or any Ancillary Agreement.

(69) “IP License Agreement” means the Intellectual Property License Agreement to be entered into by and between bluebird and 2seventy.

(70) “Know-How” shall have the meaning set forth in Section 1.1(67)(vii).

(71) “Known Counsel” shall have the meaning set forth in Section 7.8.

(72) “Law” means any applicable U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

(73) “Leased Real Property” shall have the meaning set forth in Section 1.1(2)(xvi).

(74) “Liabilities” means any and all indebtedness, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, reserved or unreserved, or determined or determinable, including those arising under any Law, Action, or in connection with any dispute, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, damages or equitable relief which may be imposed and including all costs and expenses related thereto. Except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes shall not be treated as Liabilities governed by this Agreement.

(75) “NASDAQ” means the Nasdaq Stock Market LLC.

(76) “Oncology Business” means: (i) the business, operations and activities conducted at any time prior to the Distribution Effective Time by or on behalf of either Party or any of its Subsidiaries to the extent relating to, arising out of or resulting from the 2seventy Product Candidates (including the discovery, research, development, commercialization, marketing and/or sale of such 2seventy Product Candidates worldwide); (ii) the business, operations and activities conducted at any time prior to the Distribution Effective Time by or on behalf of either Party or any of its Subsidiaries to the extent related to (A) the discovery, research and development projects listed and described on Schedule 1.1(76)(ii)(A) or (B) any platform programs of the Parties or any of their respective Subsidiaries exclusively related to, or useful in, oncology indications, including the programs listed and described on Schedule 1.1(76)(ii)(B), including the operations and activities of any member of the 2seventy Group conducted prior to the Distribution Effective Time relating to the foregoing (such business, operations and activities referred to in this clause (ii), “2seventy Discovery Programs”); and (iii) the business, operations and activities conducted at any time prior to the Distribution Effective Time by or on behalf of either Party or any of its Subsidiaries to the extent related to the megaTAL gene editing platform of the Parties and their respective Subsidiaries, including the operations and activities of any member of the 2seventy Group conducted prior to the Distribution Date relating to the foregoing (such business, operations and activities referred to in this clause (iii), the “Gene Editing Platform”).

(77) “Patents” shall have the meaning set forth in Section 1.1(67)(ii).

(78) “Person” means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Entity.

(79) “Policies” means insurance policies and insurance contracts of any kind (other than life and benefits policies or contracts), including primary, excess and umbrella policies, commercial general liability policies, fiduciary liability, directors and officers liability, product liability, automobile, property and casualty, workers’ compensation and employee dishonesty insurance policies and bonds, together with the rights, benefits and privileges thereunder.

(80) “Prime Rate” means the “prime rate” as published in *The Wall Street Journal*, Eastern Edition.

(81) “Privilege” means all privileges, immunities or other protections from disclosure which may be asserted under applicable Law, including attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege and protection under the work-product doctrine.

(82) “Privileged Information” means information subject to Privilege.

(83) “Record Date” means October 19, 2021, as determined by the Board as the record date for determining the holders of record of bluebird Common Stock entitled to receive 2seventy Common Stock in the Distribution.

(84) “Record Holders” means the holders of record of bluebird Common Stock as of the Record Date.

(85) “Representatives” means with respect to any Person, any of such Person’s directors, officers, employees, agents, consultants, advisors, accountants, attorneys or other representatives.

(86) “Retained Names and Marks” shall have the meaning set forth in Section 5.3.

(87) “Securities Act” means the Securities Act of 1933.

(88) “Security Interest” means any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-entry, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under securities Laws.

(89) “Separation” shall have the meaning set forth in the Recitals.

(90) “Severe Genetic Disease Business” means those businesses, operations and activities of bluebird or any of its Subsidiaries (whether or not such businesses, operations or activities are or have been terminated, divested or discontinued) other than the Oncology Business and, after the Distribution Effective Time, those entities or businesses acquired or established by or for any member of the bluebird Group.

(91) “Shared Contract” means the Contracts listed or described on Schedule 1.1(91).

(92) “Shared Privileged Information” shall have the meaning set forth in Section 7.7(b).

(93) “Subsidiary” means with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii) any other Person in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such Person.

(94) “Tax” or “Taxes” has the meaning set forth in the Tax Matters Agreement.

(95) “Tax Contest” has the meaning as set forth in the Tax Matters Agreement.

- (96) “Tax Matters Agreement” means the Tax Matters Agreement to be entered into by and between bluebird and 2seventy.
- (97) “Tax Returns” has the meaning set forth in the Tax Matters Agreement.
- (98) “Third Party” means any Person other than the Parties or any of their respective Subsidiaries.
- (99) “Third Party Agreements” means any Contract between or among a Party (or any member of its Group) and any Third Party (it being understood that to the extent that the rights and obligations of the Parties and the members of their respective Groups under any such Contracts constitute 2seventy Assets or 2seventy Liabilities, or bluebird Retained Assets or bluebird Retained Liabilities, such Contracts shall be assigned or retained pursuant to Article II).
- (100) “Third Party Claim” shall have the meaning set forth in Section 6.4(b).
- (101) “Third Party Proceeds” shall have the meaning set forth in Section 6.5(a).
- (102) “Trademarks” shall have the meaning set forth in Section 1.1(67)(i).
- (103) “Transaction Agreement” means any of this Agreement, the Employee Matters Agreement, the IP License Agreement, the Tax Matters Agreement and the Transition Services Agreements.
- (104) “Transfer” has the meaning set forth in Section 2.2(a)(i).
- (105) “Transition Services Agreements” means, collectively, the 2seventy Transition Services Agreement and the bluebird Transition Services Agreement, and each, individually, a “Transition Services Agreement.”

Section 1.2 References; Interpretation.

- (1) References in this Agreement to any gender include references to all genders, and terms defined in the singular shall have a comparable meaning when used in the plural and vice versa.
- (2) Unless the context otherwise requires, the words “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”.
- (3) Unless the context otherwise requires, references in this Agreement to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement, as the same may be amended as provided herein.

(4) Unless the context otherwise requires, the words “hereof”, “hereby,” “herein” and “hereunder” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement.

(5) The term “extent” in the phrase “to the extent” when used in this Agreement refers to the degree to which a subject or other thing extends, and such phrase does not mean simply “if.”

(6) When a reference is made to an agreement, instrument or other document, such reference shall include any exhibit, schedule or annex to such agreement, instrument or other document.

(7) References to a document being in “agreed form” shall mean that it is in a form agreed by the Parties and signed for purpose of identification by or on behalf of the Parties, with such alterations as may be agreed between the Parties from time to time.

(8) Unless the context otherwise requires, where either Party’s approval or consent is required hereunder, such Party’s approval or consent shall be a prior consent, shall be in writing (including email) and shall not be unreasonably denied, delayed or conditioned.

(9) The word “will” when used in this Agreement shall be construed to have the same meaning as the word “shall”.

(10) The words “written request” when used in this Agreement shall include email.

(11) Reference in this Agreement to any time shall be to Eastern time unless otherwise expressly provided herein.

(12) Unless the context requires otherwise, references in this Agreement to “bluebird” shall also be deemed to refer to the applicable member of the bluebird Group, references to “2seventy” shall also be deemed to refer to the applicable member of the 2seventy Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by bluebird or 2seventy shall be deemed to require bluebird or 2seventy, as the case may be, to cause the applicable members of the bluebird Group or the 2seventy Group, respectively, to take, or refrain from taking, any such action.

(13) The word “or” shall not be exclusive.

(14) References to any “statute” or “regulation” are to such statute or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of any statute, include any rules and regulations promulgated under such statute) and to any “section of any statute or regulation” include any successor to such section. References to any Governmental

Entity include any successor to such Governmental Entity, and references to any Affiliate include any successor to such Affiliate.

(15) Whenever the last day for the exercise of any right or the discharge of any duty under this Agreement falls on other than a Business Day, the Party having such right or duty shall have until the next Business Day to exercise such right or discharge such duty.

(16) Unless otherwise indicated, the word “day” shall be interpreted as a calendar day.

ARTICLE II
THE SEPARATION

Section 2.1 General. Pursuant and subject to the terms and conditions of this Agreement, the Parties shall use, and shall cause their respective Subsidiaries to use, commercially reasonable efforts to consummate the transactions contemplated hereby, a portion of which may have already been implemented prior to the date hereof.

Section 2.2 Transfer of Assets; Assumption of Liabilities.

(a) Unless otherwise provided in this Agreement or in any Ancillary Agreement:

(i) bluebird shall, and shall cause its Subsidiaries to, contribute, assign, transfer, convey and deliver (“Transfer”) to 2seventy or its designee, and 2seventy or its designee shall assume and accept from bluebird and its Subsidiaries, all of their direct or indirect right, title and interest in, to and under all 2seventy Assets; and

(ii) 2seventy shall Transfer to bluebird, and bluebird shall assume and accept from 2seventy, all of 2seventy’s direct or indirect right, title and interest in, to and under all bluebird Retained Assets held by 2seventy or a member of the 2seventy Group.

(iii) Without limiting the obligations of either Party under Article VI, effective at and from and after the Distribution Effective Time, (i) bluebird hereby accepts, assumes (or, as applicable, retains) and shall perform, discharge and fulfill, in accordance with their respective terms (“Assume”; and “Assumption” shall have the correlative meaning), all of the bluebird Retained Liabilities and (ii) 2seventy hereby Assumes all of the 2seventy Liabilities, in each case regardless of (A) when or where such Liabilities arose or arise, (B) where or against whom such Liabilities are asserted or determined, (C) whether such Liabilities arise from or are alleged to arise from negligence, gross negligence, recklessness, violation of law, willful misconduct, bad faith, fraud or misrepresentation by any member of the bluebird Group or the 2seventy Group, as the case may be, or any of their past or present respective directors, officers, employees, or agents, (D) which entity is named in any action associated with any Liability and

(E) whether the facts on which such Liabilities are based occurred prior to, on or after the date hereof.

(b) The Parties shall use their respective commercially reasonable efforts to obtain the Consents required to Transfer any Contracts, licenses, permits, authorizations and other Assets as contemplated by this Agreement. Notwithstanding anything herein to the contrary, no Contract or other Asset shall be Transferred if it would violate applicable Law or, in the case of a Contract, the rights of any Third Party to such Contract; provided that Section 2.6, to the extent provided therein, shall apply to such Asset or Contract.

(c) It is understood and agreed by the Parties that certain of the Transfers or Assumptions referenced in Section 2.2(a) have heretofore occurred and, as a result, no additional Transfers or Assumptions by any member of the bluebird Group or 2seventy Group, as applicable, shall be deemed to occur upon the execution of this Agreement with respect thereto. Moreover, to the extent that any member of the bluebird Group or 2seventy Group, as applicable, is liable for any bluebird Retained Liability or 2seventy Liability, respectively, by operation of Law immediately following any Transfer in accordance with this Agreement or any Conveyancing and Assumption Instruments, there shall be no need for any other member of the bluebird Group or 2seventy Group, as applicable, to Assume such Liability in connection with the operation of Section 2.2(a) and, accordingly, no other member of such Group shall Assume such Liability in connection with Section 2.2(a).

(d) In connection with, and in furtherance of, the Transfers of Assets and the Assumptions of Liabilities contemplated by this Agreement, the Parties shall execute or cause to be executed, on or after the date hereof by the appropriate entities to the extent not executed prior to the date hereof, any Conveyancing and Assumption Instruments necessary to evidence the valid Transfer to the applicable Party or member of such Party's Group of all right, title and interest in and to its accepted Assets and the valid and effective Assumption by the applicable Party or member of such Party's Group of its respective Liabilities for Transfers and Assumptions to be effected pursuant to Delaware Law, Massachusetts Law or the Laws of one of the other states of the United States or, if not appropriate for a given Transfer or Assumption, and for Transfers or Assumptions to be effected pursuant to non-U.S. Laws, in such form as the Parties shall reasonably agree.

(e) bluebird hereby waives compliance by itself and each and every member of the bluebird Group with the requirements and provisions of any "bulk-sale" or "bulk transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the bluebird Retained Assets to bluebird or any member of the bluebird Group.

(f) 2seventy hereby waives compliance by itself and each and every member of the 2seventy Group with the requirements and provisions of any "bulk-sale" or "bulk transfer"

Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the 2seventy Assets to 2seventy or any member of the 2seventy Group.

(g) Notwithstanding anything in this Section 2.2 to the contrary, no bluebird Group member shall be required to undertake any action or arrangement contemplated by this Section 2.2 that would result in, or could reasonably be expected to result in, Tax treatment that is inconsistent with the conclusions set forth in the private letter ruling or opinion referenced in Section 4.5(d).

Section 2.3 Treatment of Shared Contracts.

(a) Unless the Parties otherwise agree or the benefits of any Contract described in this Section 2.3 are expressly conveyed to the applicable Party pursuant to an Ancillary Agreement, in the case of a Shared Contract, the Parties shall use commercially reasonable efforts to cause such Shared Contract to be: (i) assigned in relevant part to a member of the 2seventy Group (or to a member of the bluebird Group if the contracting party is a member of the 2seventy Group) if so assignable; (ii) appropriately amended, prior to, on or after the Distribution Effective Time; or (iii) replaced or otherwise addressed with suitable arrangements, in each case so that each Party or its respective Subsidiaries shall be entitled to the rights and benefits and shall assume the related portion of any obligations and Liabilities inuring to their respective businesses; provided, however, that in no event shall either Party or its respective Subsidiaries be required to assign or amend any Shared Contract in its entirety or to assign a portion of any Shared Contract that is not assignable or cannot be amended by its terms (including any terms imposing Consents or conditions on an assignment where such Consents or conditions have not been obtained or fulfilled). If any Shared Contract cannot be so partially assigned, or cannot be amended, or if such assignment or amendment would impair the benefit the parties thereto derive from such Shared Contract and such Shared Contract is not replaced or otherwise addressed with suitable arrangements, bluebird and 2seventy shall, and shall cause each member of their respective Groups to, take such other reasonable and permissible actions to cause (with the costs and expenses of any such actions following the Separation to be shared equally between the Parties): (A) the Assets associated with that portion of each Shared Contract that relates to the Oncology Business to be enjoyed by a member of the 2seventy Group; (B) the Liabilities associated with that portion of each Shared Contract that relates to the Oncology Business to be borne by a member of the 2seventy Group; (C) the Assets associated with that portion of each Shared Contract that relates to the Severe Genetic Disease Business to be enjoyed by a member of the bluebird Group; and (D) the Liabilities associated with that portion of each Shared Contract that relates to the Severe Genetic Disease Business to be borne by a member of the bluebird Group.

(b) Except for payments required in accordance with the performance of the applicable Shared Contract, nothing in this Section 2.3 shall obligate either Party or any member

of its Group to make any payment, incur any Liability or offer or grant any accommodation for the benefit of the other Party or any member of the other Party's Group, in each case, in order to effect any transaction (other than the pass-through of rewards and burdens of the applicable portions of the Shared Contracts in accordance with this Section 2.3) (except to the extent advanced, assumed or agreed in advance to be reimbursed by the other Party or any member of the other Party's Group).

(c) Each of bluebird and 2seventy shall, and shall cause the members of its Group to, (A) treat for all Tax purposes the portion of each Shared Contract inuring to its respective businesses as Assets owned by, and/or Liabilities of, as applicable, such Party as of the Distribution Effective Time and (B) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by a change in applicable Tax Law or good faith resolution of a Tax Contest).

Section 2.4 Intercompany Accounts. Each Intercompany Account which exists and is reflected immediately prior to the Distribution Effective Time in any general ledger account or other records of bluebird, 2seventy or any of their respective Affiliates, shall be: (a) closed as of the Distribution Effective Time and satisfied or settled within thirty (30) days following the Distribution Date by the relevant members of the bluebird Group and the 2seventy Group by (i) one or a related series of distributions of or contributions to capital, (ii) payment by the relevant obligor to the relevant obligee or (iii) dividends or a combination of the foregoing, in each case as determined by bluebird or (b) otherwise terminated effective as of the Distribution Effective Time. The parties hereby agree that the Intercompany Accounts shall be settled, as applicable, as described on Schedule 2.4. For the avoidance of doubt, the obligation to satisfy, settle or terminate Intercompany Accounts shall survive the Distribution Effective Time.

Section 2.5 Limitation of Liability. Except as provided in this Section 2.5 and in Article VI, neither bluebird nor 2seventy nor any member of their respective Groups shall have any Liability to the other or any member of the other Party's Group based upon, arising out of or resulting from any agreement, arrangement, course of dealing or understanding existing on or prior to the Distribution Effective Time other than pursuant to (i) this Agreement or any Ancillary Agreement, (ii) any Contract or arrangement listed or described on Schedule 2.5, (iii) any Third Party Agreement, or (iv) any other Contract or agreement entered into in connection with the consummation of the transactions contemplated by the Transaction Agreements, and any such Liability, whether or not in writing, that is not reflected in any of the foregoing, is hereby irrevocably cancelled, released and waived effective as of the Distribution Effective Time. No such terminated agreement, arrangement, course of dealing or understanding (including any provision thereof that purports to survive termination) shall be of any further force or effect after the Distribution Effective Time.

Section 2.6 Transfers Not Effected at or Prior to the Distribution Effective Time; Transfers Deemed Effective as of the Distribution Effective Time.

(a) If and to the extent that the valid, complete and perfected Transfer to the 2seventy Group of any 2seventy Asset or Assumption by the 2seventy Group of any 2seventy Liability, in each case contemplated hereby, would be a violation of applicable Law or require any Consent in connection with the Separation that has not been obtained or made by the Distribution Effective Time then, unless the Parties mutually shall otherwise agree, the Transfer to the 2seventy Group of such 2seventy Assets or the Assumption by the 2seventy Group of such 2seventy Liabilities, as the case may be, shall be automatically deemed deferred and any such purported Transfer or Assumption shall be null and void until such time as all legal impediments are removed or such Consent has been obtained or made. Notwithstanding the foregoing, any such 2seventy Asset or 2seventy Liability shall continue to constitute a 2seventy Asset or 2seventy Liability, as applicable, for all other purposes of this Agreement.

(b) If and to the extent that the valid, complete and perfected Transfer to the bluebird Group of any bluebird Retained Asset or Assumption by the bluebird Group of any bluebird Retained Liability, in each case contemplated hereby, would be a violation of applicable Law or require any Consent in connection with the Separation that has not been obtained or made by the Distribution Effective Time then, unless the Parties mutually shall otherwise agree, the Transfer to the bluebird Group of such bluebird Retained Assets or the Assumption by the bluebird Group of such bluebird Retained Liabilities, as the case may be, shall be automatically deemed deferred and any such purported Transfer or Assumption shall be null and void until such time as all legal impediments are removed or such Consent has been obtained or made. Notwithstanding the foregoing, any such bluebird Retained Assets or bluebird Retained Liabilities shall continue to constitute bluebird Retained Assets and bluebird Retained Liabilities for all other purposes of this Agreement.

(c) With respect to Assets and Liabilities described in Section 2.6(a) and Section 2.6(b), taking into account any applicable restrictions or considerations relating to the contemplated Tax treatment of the transactions contemplated hereby, each of bluebird and 2seventy shall, and shall cause the members of its respective Group to, (i) treat for all Tax purposes (A) the deferred Assets as assets having been Transferred to and owned by the Person entitled to such Assets not later than the Distribution Effective Time and (B) the deferred Liabilities as having been Assumed by the Person intended to be subject to such Liabilities not later than the Distribution Effective Time and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by a change in applicable Tax Law or good faith resolution of a Tax Contest).

(d) In the event that any Transfer of Assets or Assumption of Liabilities intended to be effected hereunder has not been consummated at or prior to the Distribution

Effective Time, whether as a result of the provisions of Section 2.6(a) or Section 2.6(b) or for any other reason (other than with respect to Shared Contracts, which shall be governed solely by Section 2.3):

(i) unless the Parties shall otherwise agree, the Parties and their respective Group members shall cooperate and use commercially reasonable efforts to seek to obtain, in accordance with applicable Law, any necessary Consents for the Transfer of all Assets and the Assumption of all Liabilities contemplated to be Transferred or Assumed, as applicable, pursuant to this Article II to the fullest extent permitted by applicable Law; provided, however, that, except to the extent expressly provided in this Agreement or any of the Ancillary Agreements or as otherwise agreed between bluebird and 2seventy, neither bluebird nor 2seventy shall be obligated to make any payment, incur any Liability or offer or grant any accommodation (financial or otherwise, regardless of any provision to the contrary in any underlying Contract, including any requirements for the securing or posting of any bonds, letters of credit or similar instruments, or the furnishing of any guarantees) to any Third Party to obtain or make such Consent; and

(ii) (A) the Party (or the applicable member of its Group) retaining such Asset shall thereafter hold (or shall cause such member in its Group to hold) such Asset in trust for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and shall be treated as holding it as nominee for the Party entitled thereto, and (B) the Party intended to Assume such Liability shall, or shall cause the applicable member of its Group to, pay or reimburse the Party retaining such Liability for all amounts paid or incurred in connection with the retention of such Liability. To the extent the foregoing applies to any Contracts to be assigned for which any necessary Consents are not received prior to the Distribution Effective Time, the treatment of such Contracts shall, for the avoidance of doubt, be subject to Section 2.8 and Section 2.9, to the extent applicable. In addition, the Party (or the applicable member of its Group) retaining such Asset or Liability shall (or shall cause such member in its Group to) treat, insofar as reasonably possible and to the extent permitted by applicable Law, such Asset or Liability in the ordinary course of business in accordance with past practice and take such other actions as may be reasonably requested by the Party to which such Asset is to be Transferred or by the Party Assuming such Liability in order to place such Party, insofar as reasonably possible and to the extent permitted by applicable Law, in the same position as if such Asset or Liability had been Transferred or Assumed as contemplated hereby, and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for income and gain, and dominion, control and command over such Asset or Liability, are to inure from and after the Distribution Effective Time to the applicable member or members of the bluebird Group or the 2seventy Group entitled to the receipt of such Asset or required to Assume such Liability. In furtherance of the foregoing, the Parties agree that, as of the Distribution Effective Time, each Party shall be deemed to have acquired complete

and sole beneficial ownership over all such Assets, together with all rights, powers and privileges incident thereto, and shall be deemed to have Assumed in accordance with the terms of this Agreement all such Liabilities, and all duties, obligations and responsibilities incident thereto, which such Party is entitled to acquire or required to Assume pursuant to the terms of the Transaction Agreements.

(e) If and when the Consents or conditions, the absence or non-satisfaction of which caused the deferral of Transfer of any Asset or deferral of the Assumption of any Liability pursuant to Section 2.6(a) or Section 2.6(b), are obtained or satisfied, the Transfer or Assumption of the applicable Asset or Liability shall be effected without further consideration in accordance with and subject to the terms of this Agreement (including Section 2.2) or the applicable Ancillary Agreement, and shall, to the extent possible without the imposition of any undue cost on any Party, be deemed to have become effective as of the Distribution Effective Time.

(f) The Party (or the applicable member of its Group) retaining any Asset or Liability due to the deferral of the Transfer of such Asset or the deferral of the Assumption of such Liability pursuant to Section 2.6(a) or Section 2.6(b) or otherwise shall (i) not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced, assumed, or agreed in advance to be reimbursed by the Party (or the applicable member of its Group) entitled to such Asset or the Person intended to be subject to such Liability, other than reasonable attorneys' fees and recording or similar or other incidental fees, all of which shall be promptly reimbursed by the Party (or the applicable member of its Group) entitled to such Asset or the Person intended to be subject to such Liability and (ii) be indemnified for all Indemnifiable Losses or other Liabilities arising out of any actions (or omissions to act) of such retaining Party taken (or not taken) at the written direction of the other Party (or the applicable member of its Group) in connection with and relating to such retained Asset or Liability, as the case may be.

Section 2.7 Further Assurances.

(a) In addition to and without limiting the actions specifically provided for elsewhere in this Agreement and subject to the limitations expressly set forth in this Agreement, including Section 2.6, each of the Parties shall cooperate with each other and shall use (and shall cause its respective Subsidiaries to use) commercially reasonable efforts, from and after the Distribution Effective Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements as promptly as reasonably practicable.

(b) Without limiting the foregoing, from and after the Distribution Effective Time:

(i) each Party shall cooperate with the other Party to execute and deliver, and use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of Transfer or title, and to make all filings with, and to obtain all Consents, and to take or cause to be taken all such other actions as such Party may reasonably be requested to take by any other Party from time to time, as promptly as reasonably practicable, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the Transfers of the applicable Assets and the assignment and Assumption of the applicable Liabilities and the other transactions contemplated hereby and thereby; and

(ii) in the event that any Party (or member of such Party's Group) receives any Assets (including the receipt of payments made pursuant to Contracts and proceeds from accounts receivable with respect to such Asset) or is liable for any Liability that is otherwise assigned to any Person that is a member of the other Group pursuant to this Agreement or the Ancillary Agreements, such Party agrees to promptly Transfer, or cause to be Transferred, without further consideration such Asset or Liability to the other Party so entitled thereto (or to a member of such other Party's Group as designated by such other Party) and, prior to any such Transfer, such Asset or Liability, as the case may be, shall be held in accordance with the provisions of Section 2.6; provided that the provisions of this Section 2.7(b)(ii) are not intended to, and shall not, be deemed to constitute an authorization by any Party to permit the other to accept service of process on its behalf and no Party is or shall be deemed to be the agent of any other Party for service of process purposes.

(c) From and after the Distribution Effective Time, with respect to any Action where any Party hereto is a defendant, when and if requested by such Party, the other Party shall use commercially reasonable efforts to petition the applicable court to remove the requesting Party as a defendant to the extent that such Action relates solely to Assets or Liabilities that the other Party (or any member of such other Party's Group) has been assigned pursuant to this Article II, and the other Party shall cooperate and assist in any required communication with any plaintiff or other related Third Party.

Section 2.8 Novation of bluebird Retained Liabilities; Indemnification.

(a) Other than with respect to Shared Contracts, which shall be governed solely by Section 2.3, each of bluebird and 2seventy, at the request of the other Party, shall use its commercially reasonable efforts to obtain, or to cause to be obtained, as soon as reasonably practicable, any Consent, substitution or amendment required to novate or assign all obligations and other Liabilities for which a member of the bluebird Group and a member of the 2seventy

Group are jointly or severally liable and that constitute bluebird Retained Liabilities, or to obtain in writing the unconditional release of all members of the 2seventy Group to such arrangements, so that, in any such case, the members of the bluebird Group will be solely responsible for such Liabilities; provided, however, that except as expressly provided in any of the Ancillary Agreements, any Third Party Agreement, or as otherwise agreed between bluebird and 2seventy, neither bluebird nor 2seventy shall be obligated to make any payment, incur any Liability or offer or grant any accommodation (financial or otherwise, regardless of any provision to the contrary in any underlying Contract, including any requirements for the securing or posting of any bonds, letters of credit or similar instruments, or the furnishing of any guarantees) to any Third Party from whom any such Consent, substitution, amendment or release is requested.

(b) If bluebird or 2seventy, as applicable, is unable to obtain, or to cause to be obtained, any such required Consent, substitution, amendment or release with respect to any such Liability, the applicable member of the 2seventy Group shall from and after the Distribution Effective Time continue to be bound by such obligation or other Liability and, unless not permitted by the terms thereof or by Law, from and after the Distribution Effective Time, bluebird shall or shall cause a member of the bluebird Group to, as agent or subcontractor for such member of the 2seventy Group pay, perform and discharge fully such Liability to the extent that it does not constitute a 2seventy Liability. 2seventy shall cause each member of the 2seventy Group without further consideration to promptly pay and remit, or cause to be paid or remitted, to bluebird or to another member of the bluebird Group specified by bluebird, all money, rights and other consideration received by 2seventy or any member of the 2seventy Group in respect of such performance (unless any such consideration is a 2seventy Asset). If and when any such Consent, substitution, amendment or release shall be obtained or the Liability shall otherwise become assignable or able to be novated, without payment of further consideration, 2seventy shall promptly assign, or cause to be assigned, such Liability to bluebird or to another member of the bluebird Group specified by bluebird, and bluebird shall, or shall cause such other member of the bluebird Group to, Assume such Liability.

Section 2.9 Novation of 2seventy Liabilities; Indemnification.

(a) Other than with respect to Shared Contracts, which shall be governed solely by Section 2.3, each of bluebird and 2seventy, at the request of the other Party, shall use its commercially reasonable efforts to obtain, or to cause to be obtained, as soon as reasonably practicable, any Consent, substitution or amendment required to novate or assign all obligations and other Liabilities for which a member of the bluebird Group and a member of the 2seventy Group are jointly or severally liable and that constitute 2seventy Liabilities, or to obtain in writing the unconditional release of all members of the bluebird Group to such arrangements, so that, in any such case, the members of the 2seventy Group will be solely responsible for such Liabilities; provided, however, that except as expressly provided in any of the Ancillary

Agreements, any Third Party Agreement, or as otherwise agreed between bluebird and 2seventy, neither bluebird nor 2seventy shall be obligated to make any payment, incur any Liability or offer or grant any accommodation (financial or otherwise, regardless of any provision to the contrary in any underlying Contract, including any requirements for the securing or posting of any bonds, letters of credit or similar instruments, or the furnishing of any guarantees) to any Third Party from whom any such Consent, substitution, amendment or release is requested.

(b) If bluebird or 2seventy, as applicable, is unable to obtain, or to cause to be obtained, any such required Consent, substitution, amendment or release with respect to any such Liability, the applicable member of the bluebird Group shall from and after the Distribution Effective Time continue to be bound by such obligation or other Liability and, unless not permitted by the terms thereof or by Law, from and after the Distribution Effective Time, 2seventy shall or shall cause a member of the 2seventy Group to, as agent or subcontractor for such member of the bluebird Group pay, perform and discharge fully such Liability to the extent that it does not constitute a bluebird Retained Liability. bluebird shall cause each member of the bluebird Group without further consideration to promptly pay and remit, or cause to be paid or remitted, to 2seventy or to another member of the 2seventy Group specified by 2seventy, all money, rights and other consideration received by bluebird or any member of the bluebird Group in respect of such performance (unless any such consideration is a bluebird Retained Asset). If and when any such Consent, substitution, amendment or release shall be obtained or the Liability shall otherwise become assignable or able to be novated, without payment of further consideration, bluebird shall promptly assign, or cause to be assigned, such Liability to 2seventy or to another member of the 2seventy Group specified by 2seventy, and 2seventy shall, or shall cause such other member of the 2seventy Group to, Assume such Liability.

Section 2.10 Disclaimer of Representations and Warranties.

(a) EACH OF BLUEBIRD (ON BEHALF OF ITSELF AND EACH MEMBER OF THE BLUEBIRD GROUP) AND 2SEVENTY (ON BEHALF OF ITSELF AND EACH MEMBER OF THE 2SEVENTY GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, OR IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENTS OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSETS, BUSINESSES OR LIABILITIES CONTRIBUTED, TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, AS TO NONINFRINGEMENT, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER

CONCERNING, ANY ASSETS OR BUSINESS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY ACTION OR OTHER ASSET, INCLUDING ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORM DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST AND (II) ANY NECESSARY CONSENTS OR GOVERNMENTAL APPROVALS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

(b) Each of bluebird (on behalf of itself and each member of the bluebird Group) and 2seventy (on behalf of itself and each member of the 2seventy Group) further understands and agrees that if the disclaimer of express or implied representations and warranties contained in Section 2.10(a) is held unenforceable or is unavailable for any reason under the Laws of any jurisdiction outside the United States or if, under the Laws of a jurisdiction outside the United States, both bluebird or any member of the bluebird Group, on the one hand, and 2seventy or any member of the 2seventy Group, on the other hand, are jointly or severally liable for any bluebird Retained Liability or any 2seventy Liability, then the Parties intend that, notwithstanding any provision to the contrary under the Laws of such non-U.S. jurisdictions, the provisions of this Agreement and the Ancillary Agreements (including the disclaimer of all representations and warranties, allocation of Liabilities among the Parties and their respective Subsidiaries, releases, indemnification and contribution of Liabilities) shall prevail for any and all purposes among the Parties and their respective Subsidiaries.

Section 2.11 Cash Management. From the date of this Agreement until the Distribution Effective Time, bluebird and its Subsidiaries shall be entitled to use, retain or otherwise dispose of all cash generated by the Oncology Business and the 2seventy Assets in accordance with the ordinary course operation of bluebird's cash management systems. Prior to the Distribution Effective Time, in connection with the intended capitalization of the 2seventy Group, bluebird shall cause to be contributed to 2seventy an amount in cash and cash equivalents, as bluebird may determine in its sole and absolute discretion. All cash and cash equivalents held by any member of the 2seventy Group as of the Distribution Effective Time shall be a 2seventy Asset,

and all cash and cash equivalents held by any member of the bluebird Group as of the Distribution Effective Time shall be a bluebird Retained Asset.

ARTICLE III
CERTAIN ACTIONS AT OR PRIOR TO THE DISTRIBUTION

Section 3.1 Transaction Agreements. At or prior to the Distribution Effective Time, bluebird and 2seventy shall enter into, or (where applicable) shall cause a member or members of their respective Groups to enter into each Transaction Agreement (other than this Agreement).

ARTICLE IV
THE DISTRIBUTION

Section 4.1 Distribution. On or prior to the Distribution Effective Time, in furtherance of the Separation, 2seventy shall issue to bluebird such number of shares of 2seventy Common Stock as may be required in order to effect the Distribution in accordance with the terms of this Agreement (or bluebird and 2seventy shall take or cause to be taken such other appropriate actions to ensure that bluebird has the requisite number of shares of 2seventy Common Stock), which shares as of the date of issuance shall represent (together with such shares previously held by bluebird) all of the issued and outstanding shares of 2seventy Common Stock. Subject to the conditions and other terms set forth in this Article IV, bluebird shall cause the Distribution Agent on the Distribution Date to make the Distribution, including by crediting the appropriate number of shares of 2seventy Common Stock to book entry accounts for each Record Holder or designated transferee or transferees of such Record Holder. For stockholders who own bluebird Common Stock through a broker or other nominee, their shares of 2seventy Common Stock will be credited to their respective accounts by such broker or nominee. No action by any stockholder (or such stockholder's designated transferee or transferees) shall be necessary to receive the applicable number of shares of 2seventy Common Stock (and, if applicable, cash in lieu of any fractional shares) to which such stockholder is entitled in the Distribution.

Section 4.2 Fractional Shares. bluebird registered stockholders who, after aggregating the number of shares of 2seventy Common Stock (or fractions thereof) to which such stockholder would be entitled on the Record Date, would be entitled to receive a fraction of a share of 2seventy Common Stock in the Distribution, will be entitled to receive cash in lieu of fractional shares. Fractional shares of 2seventy Common Stock will not be distributed by bluebird in the Distribution. The Distribution Agent shall, as soon as practicable after the Distribution Date, (a) determine the number of whole shares and fractional shares of 2seventy Common Stock allocable to each such bluebird stockholder, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions at then prevailing trading prices on behalf of holders who would otherwise be entitled to

fractional share interests, and (c) distribute to each such holder, or for the benefit of each such beneficial owner, such holder's or owner's pro rata share of the aggregate net cash proceeds of these sales, after making appropriate deductions for any amount required to be withheld for U.S. federal income tax purposes. bluebird shall bear the cost of brokerage fees and transfer Taxes incurred in connection with these sales of fractional shares, which such sales shall occur as soon after the Distribution Date as practicable and as determined by the Distribution Agent. None of bluebird, 2seventy or the Distribution Agent will guarantee any minimum sale price for the fractional shares of 2seventy Common Stock. Neither bluebird nor 2seventy will pay any interest on the proceeds from the sale of fractional shares. The Distribution Agent will have the sole and absolute discretion to select the broker-dealers through which to sell the aggregated fractional shares and to determine when, how and at what price to sell such shares. Neither the Distribution Agent nor the selected broker-dealers will be Affiliates of bluebird or 2seventy.

Section 4.3 Actions in Connection with the Distribution.

(a) Prior to the Distribution Date, bluebird shall, or at bluebird's election, 2seventy shall, mail (or deliver by electronic means where not prohibited by Law) to the holders of bluebird Common Stock, at such time on or prior to the Distribution Date as bluebird shall determine, the Information Statement included in its Form 10 (or a Notice of Internet Availability of the Information Statement), as well as any other information concerning 2seventy, its business, operations and management, the transactions contemplated herein and such other matters as bluebird shall reasonably determine are necessary and as may be required by Law.

(b) 2seventy shall use commercially reasonable efforts in preparing, filing with the Commission and causing to become effective, as soon as reasonably practicable (but in any case prior to the Distribution Effective Time), an effective registration statement or amendments thereof which are required in connection with the establishment of, or amendments to, any employee benefit plans of 2seventy.

(c) To the extent not already approved and effective, 2seventy shall use commercially reasonable efforts to have approved and made effective, the application for the original listing on NASDAQ of the 2seventy Common Stock to be distributed in the Distribution, subject to official notice of distribution.

(d) Nothing in this Section 4.3 shall be deemed to shift or otherwise impose Liability for any portion of the Form 10 or Information Statement to bluebird.

Section 4.4 Sole and Absolute Discretion of bluebird. bluebird, in its sole and absolute discretion, shall determine the Distribution Date, the Distribution Effective Time and all other terms of the Distribution, including the form, structure and terms of any transactions and/or

offerings to effect the Distribution and the timing of and conditions to the consummation thereof. In addition, bluebird may, in accordance with Section 10.10, at any time and from time to time until the completion of the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution. Without limiting the foregoing, bluebird shall have the right not to complete the Distribution if, at any time prior to the Distribution Effective Time, the Board shall have determined, in its sole and absolute discretion, that the Distribution is not in the best interests of bluebird or its stockholders, that another strategic alternative is in the best interests of bluebird or its stockholders, or that it is not advisable at that time for the Oncology Business to separate from bluebird.

Section 4.5 Conditions to Distribution. Subject to Section 4.4, the obligation of bluebird to consummate the Distribution is subject to the prior or simultaneous satisfaction, or, to the extent permitted by applicable Law, waiver by bluebird, in its sole and absolute discretion, of the following conditions. None of 2seventy, any other member of the 2seventy Group, or any Third Party shall have any right or claim to require the consummation of the Distribution, which shall be effected at the sole and absolute discretion of the Board. Any determination by bluebird, and any subsequent amendment, revision, withdrawal or change thereto made by bluebird prior to the Distribution and concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 4.5 shall be conclusive and binding on the Parties. The conditions are for the sole benefit of bluebird and shall not give rise to or create any duty on the part of bluebird or the Board to waive or not waive any such condition. Each Party shall use its commercially reasonable efforts to keep the other Party apprised of its efforts with respect to, and the status of, each of the following conditions:

- (a) the Transfers of Assets and Assumptions of Liabilities described in Section 2.2 that are to be completed prior to the Distribution shall have been completed in accordance with the terms of this Agreement;
- (b) the Commission shall have declared effective the Form 10, no stop order relating thereto will be in effect, no proceedings seeking any such stop order shall be pending before or threatened by the Commission, and the Information Statement (or the Notice of Internet Availability of the Information Statement) shall have been distributed to holders of bluebird Common Stock;
- (c) the shares of 2seventy Common Stock to be distributed shall have been approved and accepted for listing by NASDAQ, subject to official notice of distribution;
- (d) the receipt and continuing validity of both a private letter ruling from the Internal Revenue Service and an opinion of Goodwin Procter LLP, both satisfactory to the Board, together confirming that the Separation and Distribution generally are tax-free for U.S. federal income tax purposes under Sections 355 and 368(a)(1)(D) of the Code;

(e) the receipt and continuing validity of an opinion from an independent appraisal firm, satisfactory to the Board, with respect to certain solvency matters and as to the compliance by bluebird with surplus requirements under Delaware corporate law in declaring to pay the Distribution;

(f) all permits, registrations and Consents required under the securities or blue sky laws of states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the Distribution shall have been received;

(g) no order, injunction, or decree issued by any Governmental Entity of competent jurisdiction, or other legal restraint or prohibition preventing the consummation of the Distribution or any of the related transactions shall be pending, threatened, issued or in effect, and no other event outside the control of bluebird shall have occurred or failed to occur that prevents the consummation of all or any portion of the Distribution;

(h) the Board shall have declared the Distribution and approved all related transactions (and such declaration or approval shall not have been withdrawn);

(i) each of 2seventy and bluebird shall have executed and delivered each of the other Transaction Agreements; and

(j) no events or developments shall have occurred or shall exist that, in the sole and absolute judgment of the Board, make it inadvisable to effect the Distribution or would result in the Distribution and related transactions not being in the best interest of bluebird or its stockholders.

ARTICLE V CERTAIN COVENANTS

Section 5.1 Non-Solicit; Non-Hire. Commencing on and for a period of twelve (12) months following the Distribution Date, neither Party nor any of its Subsidiaries will: (a) without the prior written consent of the other Party, directly or indirectly, on their own behalf or in the service or on behalf of others, solicit, aid, induce or knowingly encourage any employee of the other Party to terminate or breach an employment, contractual or other relationship with the other Party (or any of its Subsidiaries), or (b) hire or otherwise employ any employee of the other Party (or any of its Subsidiaries); provided, however, that nothing in this Section 5.1 shall be deemed to prohibit (i) any general solicitation for employment through advertisements and search firms not specifically directed at employees of such other Party (or any of its Subsidiaries), provided that the soliciting Person has not directed, advised or knowingly encouraged such firm to approach any such employee, (ii) the solicitation or hiring of an individual whose employment was terminated by such other Party (or any of its Subsidiaries), (iii) the solicitation or hiring of an individual formerly employed by a Party (or any of its Subsidiaries) at any time after six (6) months following such individual's termination of his or

her employment with such other Party or (iv) the hiring by any Party of any individual (y) not solicited by such Party in breach of this Section 5.1 and (x) with the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), it being understood that the Party whose consent is requested may take into account, among other things, its own hiring needs and competitive considerations.

Section 5.2 No Right to Use Regulatory Information. Except as the Parties may otherwise agree in writing (including in any Ancillary Agreement) or as would otherwise be permitted by Law: (a) no member of the bluebird Group shall have a right of reference to or otherwise be entitled to use any regulatory filings or other regulatory information owned or controlled by any member of the 2seventy Group for any products or product candidates in the Oncology Business; and (b) no member of the 2seventy Group shall have a right of reference to or otherwise be entitled to use any regulatory filings or other regulatory information owned or controlled by any member of the bluebird Group for any products or product candidates in the Severe Genetic Disease Business.

Section 5.3 Use of Retained Names and Marks. 2seventy hereby acknowledges that bluebird or its Affiliates or its or their licensors own all right, title and interest in and to Trademarks and all other identifiers of source or goodwill containing, incorporating or associated with Trademarks, excluding, on and after the Distribution Date, the 2seventy Trademarks (collectively, the “Retained Names and Marks”), and that any and all right of 2seventy to use the Retained Names and Marks shall terminate as of the Distribution Date and shall immediately revert to bluebird or its Affiliates, along with any and all goodwill associated therewith; provided that uses that are incidental to the occupation and use of the Leased Real Property and the signage, equipment and supplies therein shall be permitted for a reasonable period of time sufficient to permit 2seventy to replace or exhaust the use of such materials. 2seventy further acknowledges that it has no rights in any of the Retained Names and Marks, and that it is not acquiring any rights, directly or indirectly, to use the Retained Names and Marks, except as expressly provided herein. bluebird hereby acknowledges that, on and after the Distribution Date, 2seventy or its Affiliates or its or their licensors own all right, title and interest in and to the 2seventy Trademarks, and that any and all right of bluebird to use the 2seventy Trademarks shall terminate as of the Distribution Date. bluebird further acknowledges that, on and after the Distribution Date, it will have no rights in any of the 2seventy Trademarks.

ARTICLE VI INDEMNIFICATION

Section 6.1 Release of Pre-Distribution Claims.

(a) Except (x) as provided in Section 6.1(b), (y) as may be otherwise expressly provided in this Agreement or in any Ancillary Agreement and (z) for any matter for

which either Party is entitled to indemnification pursuant to this Article VI or under any Ancillary Agreement:

(i) bluebird, for itself and each member of the bluebird Group and, to the extent permitted by Law, all Persons who at any time prior to the Distribution Effective Time were directors, officers, agents or employees of any member of the bluebird Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, does hereby remise, release and forever discharge 2seventy and the other members of the 2seventy Group and all Persons who at any time prior to the Distribution Effective Time were stockholders, directors, officers, agents or employees of any member of the 2seventy Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all (A) bluebird Retained Liabilities and (B) Liabilities existing or arising: (1) in connection with the implementation of the Separation (including the Distribution); or (2) from actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Distribution Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Distribution Effective Time), in each case to the extent relating to, arising out of or resulting from the Severe Genetic Disease Business, the bluebird Retained Assets or the bluebird Retained Liabilities, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Effective Time, including in connection with the Separation and any of the other transactions contemplated hereunder and under the Ancillary Agreements (such liabilities, the “bluebird Released Liabilities”) and in any event shall not, and shall cause its respective Subsidiaries not to, bring any Action against any member of the 2seventy Group in respect of any bluebird Released Liabilities. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to limit bluebird, any member of the bluebird Group, or their respective Affiliates from commencing any Actions against any 2seventy officer, director, agent or employee, or their respective heirs, executors, administrators, successors and assigns, with regard to matters arising from, or relating to criminal acts by any such officers, directors, agents or employees.

(ii) 2seventy, for itself and each member of the 2seventy Group and, to the extent permitted by Law, all Persons who at any time prior to the Distribution Effective Time were directors, officers, agents or employees of any member of the 2seventy Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, does hereby remise, release and forever discharge bluebird and the other members of the bluebird Group and all Persons who at any time prior to the Distribution Effective Time were stockholders, directors, officers, agents or employees of

any member of the bluebird Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all (A) 2seventy Liabilities and (B) Liabilities existing or arising: (1) in connection with the implementation of the Separation (including the Distribution); or (2) from actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Distribution Effective Time (whether or not such Liabilities cease being contingent, mature, become known, are asserted or foreseen, or accrue, in each case before, at or after the Distribution Effective Time), in each case to the extent relating to, arising out of or resulting from the Oncology Business, the 2seventy Assets or the 2seventy Liabilities, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Effective Time, including in connection with the Separation and any of the other transactions contemplated hereunder and under the Ancillary Agreements (such liabilities, the “2seventy Released Liabilities”) and in any event shall not, and shall cause its respective Subsidiaries, if any, not to, bring any Action against any member of the bluebird Group in respect of any 2seventy Released Liabilities; provided, however, that for purposes of this Section 6.1(a)(ii), the members of the 2seventy Group shall also release and discharge any officers or other employees of any member of the bluebird Group, to the extent any such officers or employees served as directors or officers of any member of the 2seventy Group prior to the Distribution, from any and all Liabilities or responsibilities for any and all past actions or failures to take action, in each case in their respective capacities as directors or officers, as the case may be, of any such member of the 2seventy Group, prior to the Distribution Effective Time. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to limit 2seventy, any member of the 2seventy Group, or their respective Affiliates from commencing any Actions against any bluebird officer, director, agent or employee, or their respective heirs, executors, administrators, successors and assigns, with regard to matters arising from, or relating to criminal acts by any such officers, directors, agents or employees.

(b) Nothing contained in this Agreement, including Section 6.1(a) or Section 2.5, shall impair or otherwise affect any right of any Party and, as applicable, a member of such Party’s Group, as well as their respective heirs, executors, administrators, successors and assigns, to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings contemplated in this Agreement or in any Ancillary Agreement to continue in effect after the Distribution Effective Time. In addition, nothing contained in Section 6.1(a) shall:

(i) release any Person from any Liability Assumed, Transferred or expressly assigned to a Party or a member of such Party’s Group pursuant to or as contemplated by, or any other Liability of any member of such Group under, this Agreement or any Ancillary

Agreement including (A) with respect to bluebird, any bluebird Retained Liability, (B) with respect to 2seventy, any 2seventy Liability, (C) any Liability expressly preserved pursuant to Section 2.5 and (D) any Liability that the Parties may have with respect to indemnification or contribution pursuant to this Agreement or any Ancillary Agreement or otherwise for Actions brought against the Parties by Third Parties, which Liability shall be governed by the provisions of this Agreement and, in particular, this Article VI and, if applicable, the appropriate provisions of the Ancillary Agreements;

(ii) release any Person from any Liability provided for in or resulting from any other Contract or understanding that is entered into after the Distribution Effective Time between any Party (and/or a member of such Party's Group), on the one hand, and the other Party (and/or a member of such Party's Group), on the other hand;

(iii) release any Person other than the Persons released in Section 6.1(a); or

(iv) release any employee of 2seventy from any Contract with any member of the bluebird Group to the extent related to the bluebird Retained Assets, bluebird Retained Liabilities or Severe Genetic Disease Business.

In addition, nothing contained in Section 6.1(a) shall release bluebird from indemnification or contribution with respect to any director, officer or employee of 2seventy who was a director, officer or employee of bluebird or any of its Affiliates prior to the Distribution Effective Time, as the case may be, with respect to which he or she was entitled to such indemnification or contribution pursuant to an obligation existing immediately prior to the Distribution Effective Time; it being understood that if the underlying obligation giving rise to such Action is established by a court of competent jurisdiction to be a 2seventy Liability, 2seventy shall indemnify bluebird for such Liability (including bluebird's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article VI.

(c) Each Party shall not, and shall not permit any member of its Group to, make any claim for offset, or commence any Action, including any claim of contribution or any indemnification, against any other Party or any member of any other Party's Group, or any other Person released pursuant to Section 6.1(a), with respect to any Liabilities released pursuant to Section 6.1(a). If any Person associated with a Party (including any director, officer or employee of a Party) initiates any Action with respect to claims released by this Section 6.1, the Party with which such Person is associated shall be responsible for the reasonable fees and expenses of counsel of the other Party and/or the members of such Party's Group, as applicable, and such other Party shall be indemnified for all Liabilities incurred in connection with such Action in accordance with the provisions set forth in this Article VI.

(d) Each Party acknowledges that the foregoing releases include a release of any rights and benefits with respect to the Liabilities described therein that such Party and each member of such Party's Group, and their respective successors and assigns, now has or in the future may have conferred upon them by virtue of any statute or common law principle which provides that a general release does not extend to claims which a Party does not know or suspect to exist in its favor at the time of executing the release. In this connection, each Party hereby acknowledges that it is aware that factual matters now unknown to it may have given or may hereafter give rise to Liabilities that are presently unknown, unanticipated and unsuspected, and it further agrees that the foregoing releases have been negotiated and agreed upon in light of that awareness.

Section 6.2 Indemnification by bluebird. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Distribution Effective Time, bluebird shall and shall cause the other members of the bluebird Group to indemnify, hold harmless and defend the 2seventy Indemnitees from and against any and all Indemnifiable Losses of the 2seventy Indemnitees to the extent relating to, arising out of, by reason of or otherwise in connection with (a) the bluebird Retained Liabilities, including the failure of any member of the bluebird Group or any other Person to pay, perform or otherwise discharge any bluebird Retained Liability in accordance with its respective terms, whether arising prior to, on or after the Distribution Effective Time, or (b) any breach by bluebird of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder (each, a "2seventy Claim").

Section 6.3 Indemnification by 2seventy. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Distribution Effective Time, 2seventy shall and shall cause the other members of the 2seventy Group to indemnify, hold harmless and defend the bluebird Indemnitees from and against any and all Indemnifiable Losses of the bluebird Indemnitees to the extent relating to, arising out of, by reason of or otherwise in connection with (a) the 2seventy Liabilities, including the failure of any member of the 2seventy Group or any other Person to pay, perform or otherwise discharge any 2seventy Liability in accordance with its respective terms, whether prior to, on or after the Distribution Effective Time, or (b) any breach by 2seventy of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder (each, a "bluebird Claim").

Section 6.4 Procedures for Indemnification.

(a) Other than with respect to Third Party Claims, which shall be governed by Section 6.4(b):

(i) if a 2seventy Indemnitee has made a determination that it is or may be entitled to indemnification in respect of any 2seventy Claim, the 2seventy Indemnitee shall so notify bluebird as promptly as reasonably practicable after becoming aware of the existence of such 2seventy Claim; and

(ii) if a bluebird Indemnitee has made a determination that it is or may be entitled to indemnification in respect of any bluebird Claim, the bluebird Indemnitee shall so notify 2seventy as promptly as reasonably practicable after becoming aware of the existence of such bluebird Claim (any such claim made pursuant to Section 6.4(a)(i) or this Section 6.4(a)(ii), a “Direct Claim”).

Each such notice shall be in writing and shall describe in reasonable detail the basis for the claim for indemnification hereunder and set forth, to the extent known, the estimated amount of Indemnifiable Losses for which indemnification may be sought hereunder relating to such claim (including, to the extent practicable, the method of computation thereof); provided, however, that the failure to provide such written notice shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure. The Indemnifying Party will have a period of thirty (30) days after receipt of any such notice under this Section 6.4(a) to respond to the claimant thereto. If the Indemnifying Party fails to respond within such period, the claim specified in such notice from the Indemnitee shall be conclusively determined to be an indemnifiable claim for which the Indemnifying Party shall be liable to the applicable Indemnitee(s) hereunder.

(b) If a claim or demand is made against an Indemnitee by any Third Party (a “Third Party Claim”) as to which such Indemnitee is or may be entitled to indemnification pursuant to this Agreement, bluebird (on behalf of the bluebird Indemnitees) or 2seventy (on behalf of the 2seventy Indemnitees), as applicable (such claimant, the “Claiming Party”), shall notify the Indemnifying Party of the Third Party Claim in writing and in reasonable detail describing the basis for any claim for indemnification hereunder, referring to the provisions of this Agreement or any Ancillary Agreement in respect of which such right of indemnification is claimed by such Indemnitee or arises and including copies of all Third Party written notices and documents received by the Claiming Party (and any or all of its Indemnitees) relating to the Third Party Claim promptly (and in any event within twenty (20) days) after receipt by such Indemnitee of written notice of the Third Party Claim; provided, however, that the failure to provide notice of any such Third Party Claim pursuant to this sentence shall not release the

Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure. Thereafter, the Claiming Party shall deliver to the Indemnifying Party, promptly (and in any event within five (5) Business Days) after the receipt thereof by the Claiming Party (or any of its Indemnitees), copies of any and all additional Third Party written notices and documents (including court papers) received by the Claiming Party (or any of its Indemnitees) relating to the Third Party Claim.

(c) Subject to the provisions of this Section 6.4(c), the Indemnifying Party has the right, exercisable by written notice to the Claiming Party within thirty (30) days after receipt of notice from the Claiming Party pursuant to Section 6.4(b), to assume and conduct the defense (including, subject to the conditions of this Section 6.4(c), settlement) of such Third Party Claim in accordance with the limits set forth in this Agreement with counsel selected by the Indemnifying Party and reasonably acceptable to the applicable Indemnitees. If the Indemnifying Party does not assume the defense of a Third Party Claim in accordance with this Section 6.4(c), the Indemnitee may defend the Third Party Claim. If the Indemnifying Party has assumed the defense of a Third Party Claim as provided in this Section 6.4(c), the Indemnifying Party shall not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defense of the Third Party Claim; provided, however, that if (w) in the reasonable judgment of the Indemnitee, after consultation with outside counsel, there exists a conflict of interest between the Indemnifying Party and the applicable Indemnitee(s) in the defense of such Third Party Claim by the Indemnifying Party, (x) the party making such Third Party Claim is a Governmental Entity with regulatory or other authority over the Indemnitee or any of its material assets, (y) the Third Party Claim seeks injunctive or other non-monetary relief that, if granted, would reasonably be expected to have a material and adverse effect on the Indemnitee's business or (z) the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third Party Claim, the Indemnitee may assume its own defense, and the Indemnifying Party shall be liable for all reasonable costs or expenses paid or incurred in connection with such defense; provided that the Indemnifying Party shall not be responsible for the expenses of more than one counsel for all Indemnitees with respect to the same Third Party Claim or related Third Party Claims (plus one local counsel in any jurisdiction within which such Third Party Claim has been brought). The Indemnifying Party or the Indemnitee, as the case may be, has the right to participate in (but, subject to the prior sentence, not control), at its own expense, the defense of any Third Party Claim that the other Person is defending as provided in this Agreement. The Indemnifying Party, if it has assumed the defense of any Third Party Claim as provided in this Agreement, may not, without the prior written consent of the Indemnitee (not to be unreasonably withheld, conditioned or delayed), consent to a settlement or compromise of, or the entry of any judgment arising from, any such Third Party Claim. The Indemnitee may consent to a settlement or compromise of, or the entry of any judgment arising from, any Third

Party Claim, the defense of which has not been assumed by the Indemnifying Party, only with the prior written consent of the Indemnifying Party, not to be unreasonably withheld, conditioned or delayed.

(d) The Claiming Party and the Indemnifying Party shall (and the Claiming Party shall cause the applicable Indemnitee(s) to) make reasonably available to each other and their respective agents and representatives all relevant records available to them that are necessary or appropriate for the defense of any Third Party Claim, subject to any *bona fide* claims of attorney-client privilege, and each of the Indemnifying Party and the Claiming Party shall use its reasonable efforts to assist, and to cause the employees and counsel of such party to assist, in the defense of such Third Party Claim. If a Party asserts its right to participate in the defense and investigation of any Third Party Claim, the Party controlling the defense and investigation of such Third Party Claim shall act in good faith and reasonably consult and cooperate with the Indemnitee or the Indemnifying Party, as the case may be, in connection with any appearances, briefs, arguments and proposals made or submitted by or on behalf of any party in connection with the Third Party Claim (including considering in good faith all reasonable additions, deletions or changes suggested by the Indemnitee or the Indemnifying Party, as the case may be, in connection with any filings made with any Governmental Entity or proposals to the Third Party claimant in connection therewith). With respect to any Third Party Claim that implicates both Parties in any material respect due to the allocation of Liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement or any of the Ancillary Agreements, the Parties agree to use commercially reasonable efforts to cooperate fully and maintain a joint defense (in a manner that, to the extent reasonably practicable, will preserve for all Parties any Privilege with respect thereto). The Party that is not responsible for managing the defense of any such Third Party Claim shall, upon reasonable request, be consulted with respect to significant matters relating thereto and may, if necessary or helpful, retain counsel to assist in the defense of such claims. Notwithstanding the foregoing, nothing in this Section 6.4(d) shall derogate from a Party's right to control the defense of any Action in accordance with Section 6.4.

(e) Each of the Parties agrees that at all times from and after the Distribution Effective Time, if an Action is commenced by a Third Party naming two (2) or more Parties (or any member of such Parties' respective Groups) as defendants and with respect to which one or more named Parties (or any member of such Party's Group) is a nominal defendant and/or such Action is related solely to an Asset or Liability that the other Party has been assigned under this Agreement, any Ancillary Agreement or any Third Party Agreement, then the other Party or Parties shall use commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable.

(f) The provisions of this Section 6.4 (other than this Section 6.4(f)) and Section 6.7 (other than Section 6.7(g)) shall not apply to Taxes (Taxes being governed by the Tax Matters Agreement).

Section 6.5 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) Any recovery by any Party (including any of its Indemnitees) for any Indemnifiable Loss subject to indemnification pursuant to this Article VI shall be calculated (i) net of Insurance Proceeds actually received by such Party (or any of its Indemnitees) with respect to any Indemnifiable Loss and (ii) net of any proceeds actually received by such Party (or any of its Indemnitees) from any Third Party with respect to any such Liability corresponding to the Indemnifiable Loss ("Third Party Proceeds"), in the case of (i) and (ii) net of the costs of collection thereof and any increase in premium attributable thereto under applicable Third Party Policies. Accordingly, the amount which any Indemnifying Party is required to pay pursuant to this Article VI to any Indemnitee pursuant to this Article VI shall be reduced by any Insurance Proceeds or Third Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee corresponding to the related Indemnifiable Loss. If an Indemnitee receives a payment required by this Agreement from an Indemnifying Party corresponding to any Indemnifiable Loss (an "Indemnity Payment") and subsequently receives Insurance Proceeds or Third Party Proceeds, then the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third Party Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) The Parties hereby agree that an insurer or other Third Party that would otherwise be obligated to pay any amount shall not be relieved of the responsibility with respect thereto or have any subrogation rights with respect thereto by virtue of any provision contained in this Agreement or any Ancillary Agreement, and that no insurer or any other Third Party shall be entitled to a "windfall" (e.g., a benefit they would not otherwise be entitled to receive, or the reduction or elimination of an insurance coverage obligation that they would otherwise have, in the absence of the indemnification or release provisions) by virtue of any provision contained in this Agreement or any Ancillary Agreement. Each Party shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to collect or recover, or allow the Indemnifying Party to collect or recover, or cooperate with each other in collecting or recovering, any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification may be available under this Article VI. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Actions to collect or recover Insurance Proceeds, and an Indemnitee need not attempt to

collect any Insurance Proceeds prior to making a claim for indemnification or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

Section 6.6 Contribution. If the indemnification provided for in this Article VI is unavailable for any reason to an Indemnitee (other than failure to provide notice with respect to any Third Party Claims in accordance with Section 6.4(b)) in respect of any Indemnifiable Loss, then the Indemnifying Party shall, in accordance with this Section 6.6, contribute to the Indemnifiable Losses incurred, paid or payable by such Indemnitee as a result of such Indemnifiable Loss in such proportion as is appropriate to reflect the relative fault of 2seventy and each other member of the 2seventy Group, on the one hand, and bluebird and each other member of the bluebird Group, on the other hand, in connection with the circumstances which resulted in such Indemnifiable Loss. Solely for purposes of determining relative fault pursuant to this Section 6.6: (i) any fault associated with information contained in the Distribution Disclosure Documents shall be deemed to be allocated to 2seventy and the other members of the 2seventy Group (other than as set forth in the definition of Excluded Liabilities); (ii) any fault associated with the conduct of the Severe Genetic Disease Business prior to the Distribution Effective Time shall be deemed to be allocated to bluebird and the other members of the bluebird Group, and no such fault shall be deemed to be the fault of 2seventy or any other member of the 2seventy Group; and (iii) any fault associated with the conduct of the Oncology Business prior to the Distribution Effective Time shall be deemed to be the fault of 2seventy and the other members of the 2seventy Group, and no such fault shall be deemed to be the fault of bluebird or any other member of the bluebird Group.

Section 6.7 Additional Matters; Survival of Indemnities.

(a) The agreements contained in this Article VI shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee; and (ii) the knowledge by the Indemnitee of Indemnifiable Losses for which it might be entitled hereunder. The agreements contained in this Article VI shall survive the Distribution.

(b) The rights and obligations of each Party and their respective Indemnitees under this Article VI shall survive (i) the sale or other Transfer by any Party or its respective Subsidiaries of any Assets or businesses or the assignment by it of any Liabilities and (ii) any merger, consolidation, business combination, sale of all or substantially all of the Assets, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of its Subsidiaries.

(c) Except to the extent set forth in any Ancillary Agreement, absent fraud or willful misconduct by an Indemnifying Party, the provisions of this Article VI shall be the sole and exclusive remedy of an Indemnitee for any monetary or compensatory damages or losses resulting from any breach of this Agreement or any Ancillary Agreement and each Indemnitee

expressly waives and relinquishes any and all rights, claims or remedies such Person may have with respect to the foregoing other than under this Article VI against any Indemnifying Party.

(d) Notwithstanding the foregoing, to the extent any Ancillary Agreement provides procedures for indemnification or contribution that differ from the provisions set forth in this Article VI, the terms of the Ancillary Agreement will govern.

(e) Any amounts payable pursuant to this Article VI shall be paid without duplication, and in no event shall any Party receive any payment in respect of an Indemnifiable Loss or receive contribution under different provisions of any Ancillary Agreement in respect of the same Liabilities.

(f) Any amount to be paid or reimbursed by an Indemnifying Party (or a member of such Party's Group) to an Indemnitee pursuant to this Article VI shall be paid in accordance with the procedures set forth in Section 10.11.

(g) The Parties shall report for all Tax purposes any amounts payable pursuant to this Article VI in accordance with Section 4.2 and Article XII of the Tax Matters Agreement.

ARTICLE VII
PRESERVATION OF RECORDS; ACCESS TO INFORMATION;
CONFIDENTIALITY; PRIVILEGE

Section 7.1 Preservation of Information.

(a) Except as otherwise required or agreed in writing, or as otherwise provided in any Ancillary Agreement, with regard to any information referenced in Section 7.3, each Party shall use its commercially reasonable efforts, at its sole cost and expense, to retain such information, until the latest of, as applicable, (i) the date on which such information is no longer required to be retained pursuant to bluebird's applicable record retention policy as in effect immediately prior to the Distribution, including pursuant to any "Litigation Hold" issued by bluebird or any of its Subsidiaries prior to the Distribution, (ii) the concluding date of any period as may be required by any applicable Law, (iii) the concluding date of any period during which such information relates to a pending or threatened Action which is known to the members of the bluebird Group or 2seventy Group, as applicable, in possession of such information at the time any retention obligation with regard to such information would otherwise expire, and (iv) the concluding date of any period during which the destruction of such information could interfere with a pending or threatened investigation by a Governmental Entity which is known to the members of the bluebird Group or 2seventy Group, as applicable, in possession of such information at the time any retention obligation with regard to such information would otherwise expire; provided that with respect to any pending or threatened Action arising after the Distribution, clause (iii) of this sentence applies only to the extent that whichever member of the

bluebird Group or 2seventy Group, as applicable, is in possession of such information has been notified in writing pursuant to a “Litigation Hold” by the other Party of the relevant pending or threatened Action. The Parties agree that upon written request from either Party that certain information relating to the Oncology Business, the Severe Genetic Disease Business or the transactions contemplated hereby be retained in connection with an Action, the other Party shall use reasonable efforts to preserve and not to destroy or dispose of such information without the consent of the requesting Party.

(b) bluebird and 2seventy intend that any transfer of information that would otherwise be within the attorney-client or attorney work product privileges not operate as a waiver of any potentially applicable privilege.

Section 7.2 Financial Statements and Accounting.

(a) From the Distribution Effective Time until the completion of each Party’s audit for the fiscal year ending December 31, 2021, each Party agrees to provide reasonable assistance and, subject to Section 7.6, reasonable access to its properties, books and records, other information in its possession and control and personnel, and to use its commercially reasonable efforts to cooperate with the other Party’s requests, in each case to enable (i) such other Party to meet its timetable for dissemination of its earnings releases, financial statements and management’s assessment of the effectiveness of its disclosure controls and procedures and its internal control over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K, (ii) such other Party’s accountants to timely complete their review of the quarterly financial statements and audit of the annual financial statements of such other Party, including, to the extent applicable to such Party, its auditor’s audit, if applicable, of its internal control over financial reporting and management’s assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 and the Commission’s and Public Company Accounting Oversight Board’s rules and auditing standards thereunder and (iii) such other Party to respond to any written request or official comment from a Governmental Entity, including in connection with responding to a comment letter from the Commission; provided that, in connection with this clause (iii), each Party shall provide reasonable access on the terms set forth in this Section 7.2 for a period of three (3) years following the Distribution Date. For the avoidance of doubt, this Section 7.2(a) shall not limit in any manner the obligations of the Parties under any Ancillary Agreement.

(b) Nothing in this Article VII shall require any Party to violate any agreement with any Third Party regarding the confidentiality of information relating to that Third Party or its business; provided, however, that in the event that a Party is required under this Section 7.2 to disclose any such information, such Party shall use commercially reasonable efforts to seek to obtain such Third Party’s written consent to the disclosure of such information.

Section 7.3 Provision of Information. Other than in circumstances in which indemnification is sought pursuant to Article VI (in which event the provisions of such Article VI shall govern) or for matters related to provision of Tax records (in which event the provisions of the Tax Matters Agreement shall govern), and subject to appropriate restrictions for Privileged Information or Confidential Information:

(a) From and after the Distribution Effective Time, and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, 2seventy for specific and identified: (i) information that relates to 2seventy or the Oncology Business, as the case may be, prior to the Distribution Effective Time; (ii) information that is necessary for 2seventy to comply with the terms of, or otherwise perform under, any Shared Contract or Ancillary Agreement to which bluebird and/or 2seventy are parties; (iii) copies of bluebird templates and form documents used in the operation of the Oncology Business; (iv) information that is otherwise required by 2seventy with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on 2seventy (including under applicable securities laws) by a Governmental Entity having jurisdiction over 2seventy; or (v) information that is otherwise for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, Action or other similar requirements, as applicable, bluebird shall provide, as soon as reasonably practicable following the receipt of such request, appropriate access or, to the extent such information is reasonably practicable to identify and extract, copies of such information, templates or forms (or the originals thereof if 2seventy has a reasonable need for such originals) in the possession or control of bluebird or any of its Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of 2seventy or any of its Subsidiaries; provided that, to the extent any originals are delivered to 2seventy pursuant to this Agreement, a Shared Contract or the Ancillary Agreements, 2seventy shall, at its own expense, return them to bluebird within a reasonable time after the need to retain such originals has ceased; and provided further that, in the event that bluebird, in its sole and absolute discretion, determines that any such access or the provision of any such information, templates or forms (including information requested under Section 7.2) would violate any Law or Contract with a Third Party or waive any Privilege, bluebird shall not be obligated to provide such information requested by 2seventy (provided that bluebird shall use commercially reasonable efforts to permit compliance with its obligations under this Section 7.3 in a manner that avoids any such consequence). Notwithstanding the foregoing, bluebird shall not be obligated to provide any requested information pursuant to clause (iv) or (v) above following the date that is the fifth anniversary of the Distribution Date (or such later time or times as the Parties may agree).

(b) From and after the Distribution Effective Time, and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, bluebird for specific and identified information that: (i) relates to bluebird or the

Severe Genetic Disease Business, as the case may be, prior to the Distribution Effective Time; (ii) is necessary for bluebird to comply with the terms of, or otherwise perform under, any Shared Contract or Ancillary Agreement to which bluebird and/or 2seventy are parties; (iii) is otherwise required by bluebird with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on bluebird (including under applicable securities laws) by a Governmental Entity having jurisdiction over bluebird; or (iv) is otherwise for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, Action or other similar requirements, as applicable, 2seventy shall provide, as soon as reasonably practicable following the receipt of such request, appropriate access or, to the extent such information is reasonably practicable to identify and extract, copies of such information (or the originals thereof if bluebird has a reasonable need for such originals) in the possession or control of 2seventy or any of its Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of bluebird or any of its Subsidiaries; provided that, to the extent any originals are delivered to bluebird pursuant to this Agreement, a Shared Contract or the Ancillary Agreements, bluebird shall, at its own expense, return them to 2seventy within a reasonable time after the need to retain such originals has ceased; and provided further that, in the event that 2seventy, in its sole and absolute discretion, determines that any such access or the provision of any such information (including information requested under Section 7.2) would violate any Law or Contract with a Third Party or waive any Privilege, 2seventy shall not be obligated to provide such information requested by bluebird (provided that 2seventy shall use commercially reasonable efforts to permit compliance with its obligations under this Section 7.3 in a manner that avoids any such consequence). Notwithstanding the foregoing, 2seventy shall not be obligated to provide any requested information pursuant to clause (iii) or (iv) above following the date that is the fifth anniversary of the Distribution Date (or such later time or times as the Parties may agree).

(c) In connection with the provision of information under this Section 7.3, the providing Party shall be entitled to redact any portion of the information to the extent related to any matter other than the receiving Party's business. Each of bluebird and 2seventy agree to make their respective personnel available during regular business hours to discuss the information exchanged pursuant to this Section 7.3.

Section 7.4 Witness Services; Cooperation. At all times from and after the Distribution Effective Time, each of bluebird and 2seventy shall use its commercially reasonable efforts to make available to the other Party, upon reasonable written request, its and its Subsidiaries' officers, directors, employees and agents (taking into account the business demands of such individuals) as witnesses to the extent that (i) such Persons may reasonably be required to testify in connection with the prosecution or defense of any Action in which the requesting Party may from time to time be involved (except for claims, demands or Actions in which one or more members of one Group is adverse to one or more members of the other Group) and

(ii) there is no conflict in the Action between the requesting Party and the other Party. Notwithstanding any provisions of Article VII to the contrary, after the Distribution Effective Time, each Party shall use commercially reasonable efforts to assist (or cause the other members of its Group to assist) the other with respect to any Action or potential Action upon the request of such other Party; provided that any such expenses incurred in connection therewith shall be at such other Party's sole expense.

Section 7.5 Reimbursement; Other Matters. Except to the extent otherwise contemplated by this Agreement or any Ancillary Agreement, a Party providing information, access to information or services to the other Party pursuant to this Article VII shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees of such Party or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing), as may be reasonably incurred and properly paid under applicable Law in providing such information, access to such information or services.

Section 7.6 Confidentiality.

(a) Except as otherwise provided herein, in any Ancillary Agreement, or in any Contract between a Party or its Subsidiaries, on the one hand, and their respective employees, on the other hand, each of bluebird and 2seventy shall hold, and shall cause the other members of their respective Groups and their respective Representatives to hold, in strict confidence, with at least the same degree of care that applies to bluebird's Confidential Information pursuant to policies and procedures in effect as of the Distribution Effective Time, and not disclose or release, or permit to be disclosed or released, all Confidential Information of the other Party that is either in the first Party's possession (including Confidential Information in its possession prior to the Distribution Effective Time) or furnished by the other Party or any member of its Group or their respective Representatives at any time pursuant to this Agreement or any Ancillary Agreement, and shall not use any such Confidential Information other than for such purposes as may be expressly permitted hereunder or under any Ancillary Agreement. If any Confidential Information is disclosed to any member of the other Party's Group in connection with providing services to any member of such first Party's Group under this Agreement or any Ancillary Agreement, then such disclosed Confidential Information shall be used by the applicable member of such other Party's Group only as required to provide such services.

(b) Notwithstanding anything to the contrary in this Section 7.6, each Party may disclose, or may permit disclosure of, the other Party's Confidential Information: (i) to its Representatives who have a need to know such information for non-commercial purposes and are

informed of the obligation to hold such information confidential and in respect of whose failure to comply with such obligations, the first Party will be responsible or (ii) if any Party or any other member of its Group is required or requested to disclose any such Confidential Information by judicial or administrative process or by other requirements of Law or stock exchange rule or is advised by outside counsel in connection with an Action brought by a Governmental Entity that it is advisable to do so. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made by a Third Party pursuant to clause (ii) above, each Party, as applicable, shall promptly notify (to the extent permissible by Law) the Party to whom the Confidential Information relates of the existence of such requirement or request and shall provide such affected Party a reasonable opportunity to seek an appropriate protective order or other remedy, which such Party (at the expense of the other Party) will cooperate in obtaining to the extent reasonably practicable. In the event that such appropriate protective order or other remedy is not obtained, the Party which faces the disclosure requirement shall furnish only that portion of the Confidential Information that is required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded such Confidential Information.

(c) Each of bluebird and 2seventy shall inform their respective Representatives who have or have access to the other Party's Confidential Information of their obligation to hold such information confidential in accordance with the provisions of this Agreement.

(d) Without limiting the foregoing, when any Confidential Information is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, each Party shall, at its option and as promptly as practicable after receiving a written request from the other Party, either (i) return to such other Party all such information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or (ii) certify to such other Party that the first Party has destroyed such information (and such copies thereof and such notes, extracts or summaries based thereon); provided that such first Party's Representatives may retain one (1) copy of such information to the extent required by applicable Law or professional standards, and shall not be required to destroy any such information located in back-up, archival electronic storage; and provided further, that any such information so retained shall remain subject to the confidentiality and non-use provisions of this Agreement or any Ancillary Agreement.

(e) Each Party acknowledges that it and its respective Subsidiaries may presently have and, following the Distribution Effective Time, may gain access to or possession of confidential or proprietary information of, or personal information relating to, Third Parties (i) that was received under confidentiality or non-disclosure agreements entered into between such Third Parties, on the one hand, and the other Party (or another member of its Group), on the other

hand, prior to the Distribution Effective Time; or (ii) that, as between the two Parties, was originally collected by the other Party (or another member of its Group) and that may be subject to and protected by privacy, data protection or other applicable Laws. Each Party agrees that it shall hold, protect and use, and shall cause the other members of its Group and its and their respective Representatives to hold, protect and use, in strict confidence the confidential and proprietary information of, or personal information relating to, Third Parties in accordance with privacy, data protection or other applicable Laws and the terms of any agreements that were either entered into before the Distribution Effective Time or affirmative commitments or representations that were made before the Distribution Effective Time by, between or among the other Party (or other member(s) of its Group), on the one hand, and such Third Parties, on the other hand.

(f) For the avoidance of doubt and notwithstanding any other provision of this Section 7.6, (i) the sharing of Privileged Information shall be governed solely by Section 7.7, and (ii) information that is subject to any confidentiality provision or other disclosure restriction in any Ancillary Agreement shall be governed by the terms of such Ancillary Agreement.

Section 7.7 Privilege Matters.

(a) The Parties recognize that legal and other professional services that have been and will be provided prior to the Distribution Effective Time have been and will be rendered for the benefit of bluebird and its Subsidiaries, including, as applicable, the members of the 2seventy Group. Accordingly, with respect to such pre-Distribution services, the Parties agree as follows:

(i) (A) bluebird shall be entitled, in perpetuity, to control the assertion or waiver of Privilege in connection with any Privileged Information that relates solely to the Severe Genetic Disease Business, whether or not the Privileged Information is in the possession or under the control of a member of the bluebird Group or the 2seventy Group and (B) bluebird shall also be entitled, in perpetuity, to control the assertion or waiver of Privilege in connection with any Privileged Information that relates solely to any bluebird Retained Liabilities, whether or not the Privileged Information is in the possession or under the control of a member of the bluebird Group or the 2seventy Group;

(ii) (A) 2seventy shall be entitled, in perpetuity, to control the assertion or waiver of Privilege in connection with any Privileged Information that relates solely to the Oncology Business, whether or not the Privileged Information is in the possession or under the control of a member of the 2seventy Group or the bluebird Group and (B) 2seventy shall also be entitled, in perpetuity, to control the assertion or waiver of Privilege in connection with any Privileged Information that relates solely to any 2seventy Liabilities, whether or not the

Privileged Information is in the possession or under the control of a member of the 2seventy Group or the bluebird Group;

(iii) If bluebird and 2seventy in good faith do not agree as to whether certain information is Privileged Information, or whether certain Privileged Information is subject to Section 7.7(a)(i) or Section 7.7(a)(ii), then the information shall be treated as Shared Privileged Information subject to Section 7.7(b);

(iv) 2seventy agrees that it shall not (and shall cause the members of its Group not to) waive, or allege or purport to waive, any Privilege which could be asserted under any applicable Law, and in which bluebird (or any member of its Group) may have a Privilege, without the written consent of bluebird; and

(v) bluebird agrees that it shall not (and shall cause the members of its Group not to) waive, or allege or purport to waive, any Privilege which could be asserted under any applicable Law, and in which 2seventy (or any member of its Group) may have a Privilege, without the written consent of 2seventy.

(b) The Parties agree that they shall have an equal right with respect to all Privileges related to legal and other professional services that have been and will be provided prior to the Distribution Effective Time not allocated pursuant to Section 7.7(a). With respect to such pre-Distribution services and related Privileged Information (“Shared Privileged Information”), the Parties agree as follows:

(i) Shared Privileged Information shall be subject to a shared Privilege among such Parties involved, or having an interest, in the claims, proceedings, litigation, disputes or other matters at issue;

(ii) No Party may (or cause or permit any member of its Group to) waive, or allege or purport to waive, any Privilege which could be asserted under any applicable Law with respect to Shared Privileged Information, without the written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed;

(iii) If a dispute arises between or among the Parties or their respective Group members regarding whether a Privilege should be waived to protect or advance the interest of any Party (or members of its Group) with respect to Shared Privileged Information, each Party agrees that it shall negotiate in good faith, shall endeavor to minimize any prejudice to the rights of the other Party and members of its Group, and shall not unreasonably withhold consent to any request for waiver by the other Party, and each Party specifically agrees that it shall not withhold consent to waive for any purpose except in good faith to protect the legitimate interests of its Group; and

(iv) If, within fifteen (15) Business Days of a Party's providing a written request to the other Party to waive a Privilege over Shared Privileged Information, the Parties have not succeeded in negotiating a resolution to any dispute regarding whether the Privilege should be waived with respect to such Shared Privileged Information, and the requesting Party determines that a Privilege should nonetheless be waived to protect or advance the legitimate interests of its Group, the requesting Party shall provide the objecting Party fifteen (15) Business Days' written notice prior to effecting such waiver. Each Party specifically agrees that failure within fifteen (15) Business Days of receipt of such notice to commence proceedings to enjoin such waiver or seek related relief, pursuant to Section 8.2(d) and under applicable Law, shall be deemed full and effective consent to such waiver. In the event proceedings are commenced as described above, the Parties agree that any such Privilege shall not be waived by either Party until the final determination of such dispute.

(c) The Parties agree that Shared Privileged Information shall continue to be held subject to Privilege from disclosure to Third Parties even if adversity of interest may subsequently be discerned or arise between Parties or their respective Group members. Further, in the event a Party or any member of its Group becomes adverse to the other Party or any member of its Group, each Party agrees that it shall not (and shall not cause or permit any member of its Group to) seek to disqualify any law firms who have or have had access to Shared Privileged Information from continuing to represent members of the other Party's Group, as applicable, solely by having, or having had access to such Shared Privileged Information.

(d) Nothing in this Section 7.7 shall be construed or interpreted to restrict the right or authority of the Parties to enter into any further written agreement concerning Privileged Information.

(e) The transfer of all information pursuant to this Agreement is made in reliance on the agreement of bluebird or 2seventy as set forth in Section 7.6 and this Section 7.7, to maintain the confidentiality of Privileged Information, and to assert and maintain any applicable Privilege according to the terms of this Section 7.7. The access to information being granted pursuant to Section 7.2 and Section 7.3, the agreement to provide witnesses and individuals pursuant to Section 7.4, the furnishing of notices and documents and other cooperative efforts contemplated by Section 6.4 and the transfer of Privileged Information between the Parties and the members of their respective Groups pursuant to this Agreement shall not be deemed a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise.

Section 7.8 Conflicts Waiver. Each of the Parties acknowledges, on behalf of itself and each other member of its Group, notwithstanding anything to the contrary contained herein, that each of bluebird and 2seventy has retained Goodwin Procter LLP (collectively, the "Known Counsel") to act as its counsel in connection with this Agreement, the Ancillary Agreements and

the transactions contemplated hereby and thereby. Following the Separation, it is expected that bluebird will retain new counsel and that 2seventy will continue to retain Known Counsel in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. bluebird hereby agrees on behalf of itself and each member of its Group that Known Counsel may continue to represent any member of the 2seventy Group with respect to such matters. bluebird further agrees on behalf of itself and each member of its Group that, notwithstanding anything to the contrary contained herein, in the event that a dispute arises between or among (x) any member of the 2seventy Group, any 2seventy Indemnatee or any of their respective Affiliates, on the one hand, and (y) any member of the bluebird Group, any bluebird Indemnatee or any of their respective Affiliates, on the other hand, any Known Counsel may represent any member of the 2seventy Group, any 2seventy Indemnatee or any of their respective Affiliates in such dispute even though the interests of such Person may be directly adverse to any Person described in clause (y), and even though such Known Counsel may have represented a Person described in clause (y), in a matter substantially related to such dispute, or may be handling ongoing matters for a Person described in clause (y), and bluebird hereby waives, on behalf of itself and each other Person described in clause (y), as applicable, any conflict of interest in connection with such representation by such Known Counsel. Each of bluebird and 2seventy, on behalf of itself and each other member of its Group, agrees to take, and to cause their respective then-Affiliates to take, all steps necessary to implement the intent of this Section 7.8. Each of bluebird and 2seventy, on behalf of itself and each other member of its Group, further agrees that each Known Counsel and its respective partners and employees are third party beneficiaries of this Section 7.8.

Section 7.9 Ownership of Information. Any information owned by one Party or any of its Subsidiaries that is provided to a requesting Party pursuant to this Article VII shall be deemed to remain the property of the providing Party. Unless expressly set forth herein, nothing contained in this Agreement shall be construed as granting a license or other rights to any Party with respect to any such information, whether by implication, estoppel or otherwise.

Section 7.10 Other Agreements. The rights and obligations granted under this Article VII are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of information set forth in any Ancillary Agreement.

ARTICLE VIII DISPUTE RESOLUTION

Section 8.1 Negotiation. A Party seeking resolution of (i) a controversy, dispute or Action arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or the Ancillary Agreements or otherwise arising out of, or in any way related to, this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby, including any Action based on contract, tort, statute

or constitution, or (ii) a claim with respect to the inadvertent transfer or omission of an Asset or Liability as contemplated by the definition of “bluebird Retained Asset”, “bluebird Retained Liability”, “2seventy Asset” or “2seventy Liability”, respectively (collectively, “Disputes”), shall provide written notice of such Dispute to the other Party, specifying the terms of such Dispute in reasonable detail (“Dispute Notice”). The appropriate executives of the Parties who have authority to settle the Dispute (or such other individuals designated by the respective executives) shall attempt to resolve the Dispute through good faith negotiation for a reasonable period of time; provided that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed thirty (30) days from the time of receipt by a Party of the Dispute Notice. If the Dispute has not been resolved within fifteen (15) days after receipt of the Dispute Notice, the respective Chief Executive Officers or their respective designees (with full settlement authority) of bluebird and 2seventy shall meet in person (or where necessary, by phone) at a mutually acceptable time and, if applicable, place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the Dispute. Any contractual time period or deadline under this Agreement or any Ancillary Agreement to which such Dispute relates occurring after the Dispute Notice is received shall not be deemed to have passed until such Dispute has been resolved pursuant to this Article VIII.

Section 8.2 Arbitration.

(a) Claims. Any Dispute that is not resolved pursuant to Section 8.1 within thirty (30) days after receipt of a Dispute Notice shall be resolved by final and binding arbitration before a panel of three (3) arbitrators with relevant industry experience (the “Arbitrators”). One (1) Arbitrator shall be chosen by bluebird and one (1) Arbitrator shall be chosen by 2seventy within forty-five (45) of receipt of a Dispute Notice. The third (3rd) Arbitrator shall be chosen by mutual agreement of the Arbitrator chosen by bluebird and the Arbitrator chosen by 2seventy within fifteen (15) days of the date that the last of such Arbitrators was appointed. The arbitration shall be administered by the International Chamber of Commerce (the “Administrator”) in accordance with its then existing arbitrator rules or procedures regarding commercial or business disputes. The arbitration shall be held in Boston, Massachusetts. The Arbitrators shall be instructed by the Parties to complete the arbitration within ninety (90) days after selection of the third (3rd) Arbitrator, subject to extension by written agreement executed by both Parties.

(b) Arbitrators’ Award. The Arbitrators shall, within fifteen (15) days after the conclusion of the arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The decision or award rendered by the Arbitrators shall be final, binding, conclusive and non-appealable, and judgment may be entered upon it in accordance with the Laws of the State of Delaware or any other court of competent jurisdiction.

The Arbitrators shall be authorized to award compensatory damages, but shall not be authorized (i) to award non-economic damages, such as for emotional distress, pain and suffering or loss of consortium, (ii) to award punitive damages, or (iii) to reform, modify or materially change this Agreement or the Ancillary Agreements; provided, however, that the limitations described in the foregoing clauses (i) and (ii) shall not apply if such damages are statutorily imposed.

(c) Costs. Each Party shall bear its own attorney's fees, costs and disbursements arising out of the arbitration and the costs of the Arbitrator selected by it, and shall pay an equal share of the fees and costs of the third (3rd) Arbitrator; provided, however, that the Arbitrators shall be authorized to determine whether a Party is the prevailing Party, and if so, to award to that prevailing Party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.), and/or the fees and costs of the Administrator and the Arbitrators.

(d) Injunctive or Other Equity Relief. Nothing contained in this Agreement shall deny any Party the right to seek injunctive or other equitable relief in the context of a bona fide emergency or prospective irreparable harm, and such an action may be filed and maintained notwithstanding any ongoing arbitration proceeding; provided, however, that any other relief not expressly permitted under this Section 8.2(d) must be pursued in accordance with Section 8.2(a), with all remedies being cumulative to the extent allowed by applicable Law. The Parties further agree that irreparable harm would occur, and thus need not be established, in an action to enforce the confidentiality obligations of Section 7.6 or to resolve a privilege dispute under Section 7.7(b)(iv), and that such action may be brought pursuant to this Section 8.2(d). The Parties further agree that any action brought under this Section 8.2(d) shall be brought exclusively in the courts within the State of Delaware set forth in Section 10.16, and that such courts shall have personal jurisdiction over the Parties in such action.

Section 8.3 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to provide service and honor all other commitments under this Agreement, any Shared Contract and each Ancillary Agreement during a Dispute with respect to all matters not subject to such Dispute.

ARTICLE IX INSURANCE MATTERS

Section 9.1 Rights to bluebird Policies.

(a) 2seventy acknowledges and agrees that, from and after the Distribution Effective Time, except as expressly provided in this Agreement or any Ancillary Agreement, neither 2seventy nor any member of the 2seventy Group shall have any rights to or under any Policies of bluebird, other than any insurance Policies acquired prior to the Distribution Effective

Time, including any renewal or tail period thereof, directly by and in the name of 2seventy or a member of the 2seventy Group or as expressly provided in Section 6.5 or this Article IX. For the avoidance of doubt, 2seventy acknowledges and agrees that the 2seventy Group and not any member of the bluebird Group shall be responsible for establishing any and all insurance programs covering the 2seventy Group for its activities after the Distribution Effective Time as may be required to comply with the 2seventy Group's contractual obligations and such other insurance Policies required by Law or as necessary or appropriate to operate the Oncology Business, including with respect to general liability, product liability, workers' compensation, directors' and officers' liability and fiduciary liability.

(b) The Parties acknowledge that, as of the Distribution Date, bluebird's director and officer liability insurance policies will continue to provide insurance coverage for directors and officers of 2seventy who served as directors or officers of bluebird or any of its Subsidiaries prior to the Distribution Effective Time, but such coverage shall only extend to acts occurring prior to the Distribution Effective Time that would have been covered by bluebird's director and officer liability insurance policy if such individual remained a director or officer of bluebird. Such coverage shall also extend to employees with respect to securities law claims only. bluebird agrees not to terminate or amend this coverage in a manner materially adverse to these individuals.

(c) This Agreement shall not be considered as an attempted assignment of any insurance Policy or as a contract of insurance and shall not be construed to waive any right or remedy of any member of the bluebird Group in respect of any of the bluebird insurance Policies and programs or any other contract or policy of insurance. Except as set forth in Section 9.1(b), the bluebird Group may, at any time, without liability or obligation to any member of the 2seventy Group, amend, commute, terminate, buy-out, extinguish liability under or otherwise modify any insurance Policies (and claims of the 2seventy Group pursuant to this Article IX shall be subject to any such amendments, commutations, terminations, buy-outs, extinguishments and modifications).

(d) No member of the bluebird Group shall have any obligation to secure extended reporting for any claims under any of the bluebird Group's claims-made or occurrence-reported liability policies for any acts or omissions by any member of the 2seventy Group occurring prior to the Distribution Effective Time.

Section 9.2 Claims. Nothing in this Article IX will be construed to limit or otherwise alter in any way the indemnity obligations of the Parties, including (i) with respect to the 2seventy Group, 2seventy Liabilities, (ii) with respect to the bluebird Group, bluebird Retained Liabilities and (iii) those created by this Agreement, by operation of law or otherwise. The Parties acknowledge that bluebird has used its commercially reasonable efforts to structure its director and officer insurance Policies consistent with such indemnity obligations.

ARTICLE X
MISCELLANEOUS

Section 10.1 Complete Agreement; Construction; Enforceability.

(a) This Agreement, including the Exhibits and Schedules, and the Ancillary Agreements shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Schedule hereto, the Schedule shall prevail unless the relevant term or provision in the body of this Agreement expressly provides that the term or provision in it is to take precedence over the term or provision in the Schedule. In the event and to the extent that there shall be a conflict or inconsistency between the provisions of this Agreement and the provisions of any Ancillary Agreement, this Agreement shall control (except with respect to the Tax Matters Agreement, the IP License Agreement and the Employee Matters Agreement, in which case such Ancillary Agreement shall control). Except as expressly set forth in this Agreement or any Ancillary Agreement: (i) all matters to the extent relating to Taxes and Tax Returns of the Parties and their respective Subsidiaries shall be governed exclusively by the Tax Matters Agreement; and (ii) for the avoidance of doubt, in the event of any conflict between this Agreement or any Ancillary Agreement, on the one hand, and the Tax Matters Agreement, on the other hand, with respect to such matters, the terms and conditions of the Tax Matters Agreement shall govern.

(b) bluebird represents on behalf of itself and each other member of the bluebird Group, and 2seventy represents on behalf of itself and each other member of the 2seventy Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby; and

(ii) this Agreement and each Ancillary Agreement to which it is a party has been (or, in the case of any Ancillary Agreement, will be on or prior to the Distribution Date) duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with its terms.

Section 10.2 Transaction Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the other Transaction Agreements.

Section 10.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 10.4 Survival of Agreements. Except as otherwise contemplated by this Agreement or any Ancillary Agreement, all covenants and agreements of the Parties (including the representations and warranties of the Parties set forth in Section 10.1 hereof) contained in this Agreement and each Ancillary Agreement shall survive the Distribution Effective Time and remain in full force and effect in accordance with their applicable terms.

Section 10.5 Fees, Costs and Expenses.

(a) Except as otherwise agreed to in writing by the Parties, all out-of-pocket fees, costs and expenses incurred at or prior to the Distribution Effective Time in connection with, and as required by, the preparation, execution, delivery and implementation of this Agreement and any Ancillary Agreement, the Distribution Disclosure Documents and the consummation of the transactions contemplated hereby and thereby, including the Separation, shall be borne and paid by bluebird.

(b) Except as otherwise expressly provided in this Agreement (including this Section 10.5) or any Ancillary Agreement, as otherwise agreed to in writing by the Parties, each Party shall bear its own out-of-pocket fees, costs and expenses incurred or accrued after the Distribution Effective Time; provided, however, that, except as otherwise expressly provided in this Agreement, any fees, costs and expenses incurred in obtaining any Consents or novation from a Third Party in connection with the Transfer to or Assumption by a Party or its Subsidiary of any Assets or Liabilities in connection with the Separation shall be borne by the Party or its Subsidiary to which such Assets are being Transferred or which is Assuming such Liabilities; and provided further that bluebird shall bear the expense of all recordation of Intellectual Property Transferred at or prior to the Distribution Effective Time pursuant to this Agreement, whether such recordation occurs prior to or after the Distribution Effective Time.

(c) With respect to any post-Distribution expenses incurred pursuant to a request for further assurances granted under Section 2.7, the Parties agree that any and all fees, costs and expenses incurred by either Party shall be borne and paid by the requesting Party; it being understood that no Party shall be obliged to incur any Third Party accounting, consulting, advisor, banking or legal fees, costs or expenses, and the requesting Party shall not be obligated

to pay such fees, costs or expenses, unless such fee, cost or expense shall have had the prior written approval of the requesting Party.

(d) Notwithstanding the foregoing, each Party shall be responsible for paying its own internal fees, costs and expenses.

Section 10.6 Notices. All notices, requests, claims, demands and other communications under this Agreement and, to the extent applicable and unless otherwise provided therein, under each of the Ancillary Agreements shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or email with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.6):

To bluebird:

bluebird bio, Inc.
60 Binney Street
Cambridge, MA 02142
Attn: General Counsel
Facsimile:
Email:

To 2seventy:

2seventy bio, Inc.
60 Binney Street
Cambridge, MA 02142
Attn: General Counsel
Facsimile:
Email:

Section 10.7 Waivers. The delay or failure of either Party to exercise or enforce any of its rights under this Agreement will not constitute, or be deemed to be, a waiver of those rights, nor will any single or partial exercise of any such rights preclude any other or further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party against which it is being enforced.

Section 10.8 Assignment. No Party may assign any rights or delegate any obligations arising under this Agreement, in whole or in part, directly or indirectly, without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or

delayed), and any attempt to so assign any rights or delegate any obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, no such consent shall be required for any such assignment or delegation (i) with respect to bluebird, to a Subsidiary of bluebird (so long as such Subsidiary remains a Subsidiary of bluebird), (ii) with respect to 2seventy, to a Subsidiary of 2seventy (so long as such Subsidiary remains a Subsidiary of 2seventy) or (iii) to a *bona fide* Third Party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a Party so long as the resulting, surviving or transferee entity assumes all the obligations of the assigning Party by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the non-assigning Party; provided, however, that in the case of each of the preceding clauses (i) and (ii), no assignment permitted by this Section 10.8 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

Section 10.9 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors (whether by merger, acquisition of assets or otherwise) and permitted assigns.

Section 10.10 Termination and Amendment. This Agreement (including Article VI hereof) may be terminated, modified or amended, and the Distribution may be amended, modified or abandoned, at any time prior to the Distribution Effective Time by and in the sole and absolute discretion of bluebird without the approval of 2seventy or the stockholders of bluebird. In the event of such termination, no Party shall have any liability of any kind to the other Party or any other Person by reason of such termination. After the Distribution Effective Time, this Agreement may not be terminated, modified or amended except by an agreement in writing signed by bluebird and 2seventy.

Section 10.11 Payment Terms.

(a) Except as set forth in Article VI or as otherwise expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount to be paid or reimbursed by a Party (and/or a member of such Party's Group) to the other Party (and/or a member of such other Party's Group) under this Agreement shall be paid or reimbursed hereunder within sixty (60) days after presentation of an invoice or a written demand therefor, in either case setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Except as set forth in Article VI or as expressly provided to the contrary in this Agreement or in any Ancillary Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within sixty (60) days of such bill, invoice or other demand) shall bear interest at

a

rate per annum equal to the Prime Rate, from time to time in effect, plus two percent (2%), calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

(c) Without the consent of the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by either bluebird or 2seventy under this Agreement shall be made in U.S. dollars. Except as expressly provided herein, any amount which is not expressed in U.S. dollars shall be converted into U.S. dollars by using the exchange rate published on Bloomberg at 5:00 p.m., Eastern time, on the day before the relevant date, or in *The Wall Street Journal*, Eastern Edition, on such date if not so published on Bloomberg. Except as expressly provided herein, in the event that any indemnification payment required to be made hereunder or under any Ancillary Agreement may be denominated in a currency other than U.S. dollars, the amount of such payment shall be converted into U.S. dollars on the date notice of the claim is given to the Indemnifying Party.

Section 10.12 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at or after the Distribution Effective Time, in each case to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 10.13 Third Party Beneficiaries. Except (i) as provided in Article VI relating to Indemnitees and for the releases under Section 6.1 of any Person as provided therein and (ii) as specifically provided in Section 7.8 hereof or in any Ancillary Agreement, this Agreement is solely for the benefit of the Parties and shall not be deemed to confer upon any Person other than the Parties any remedy, claim, liability, reimbursement, cause of Action or other right beyond any that exist without reference to this Agreement.

Section 10.14 Titles and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.15 Schedules.

(a) The Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

(b) Subject to the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed), each Party shall be entitled to update the Schedules from and after the date hereof until the Distribution Effective Time.

Section 10.16 Governing Law. This Agreement will be governed by, construed and interpreted in accordance with the Laws of the State of Delaware, without reference to principles of conflicts of Laws. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties under or related to this Agreement or any of the transactions contemplated hereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument.

Section 10.17 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 10.18 Public Announcements. From and after the Distribution Effective Time, bluebird and 2seventy shall consult with each other before issuing, and each shall give the other the opportunity to review and comment upon, that portion of any press release or other public statement, including a statement made to its investors, that relates to the transactions contemplated by this Agreement or the Ancillary Agreements, and shall not issue any such press release or make any such public statement prior to such consultation, except (a) as may be required by applicable Law, court process or obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system; (b) for disclosures made that are substantially identical to disclosure contained in any Distribution Disclosure Document or any prior written public statement not made in violation of this Section 10.18; or (c) with respect to a Party, for disclosure concerning the ordinary course operation of such Party's business (other than any Dispute), notwithstanding that the disclosure may relate to arrangements under the Transition Services Agreements (including the exhibits and schedules thereto).

Section 10.19 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

Section 10.20 No Duplication; No Double Recovery. Nothing in this Agreement or any Ancillary Agreement is intended to confer to or impose upon any Party a duplicative right,

entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances (including with respect to the rights, entitlements, obligations and recoveries that may arise out of one or more of Section 6.2, Section 6.3, Section 6.4, Section 6.5 and Section 6.6).

Section 10.21 No Admission of Liability. The allocation of Assets and Liabilities herein (including on the Schedules hereto) is solely for the purpose of allocating such Assets and Liabilities between bluebird and 2seventy and is not intended as an admission of liability or responsibility for any alleged Liabilities vis-à-vis any Third Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

BLUEBIRD BIO, INC.

By: /s/ Andrew Obenshain

Name: Andrew Obenshain

Title: President, Severe Genetic Diseases

2SEVENTY BIO INC.

By: /s/ Nick Leschly

Name: Nick Leschly

Title: President

[Signature Page to Separation Agreement]

TAX MATTERS AGREEMENT

by and between

BLUEBIRD BIO, INC.

and

2SEVENTY BIO, INC.

Dated as of November 3, 2021

TAX MATTERS AGREEMENT

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this “Agreement”) is entered into as of November 3, 2021, by and between bluebird bio, Inc. (“bluebird”), a Delaware corporation, and 2seventy bio, Inc. (“2seventy”), a Delaware corporation and wholly owned Subsidiary of bluebird. (bluebird and 2seventy are sometimes collectively referred to herein as the “Parties” and, as the context requires, individually referred to herein as a “Party”).

W I T N E S S E T H:

WHEREAS, bluebird, acting together with its Subsidiaries, is a commercial biotechnology company engaged in the business of researching, developing, and commercializing transformative gene therapies for severe genetic diseases (the “Severe Genetic Disease Business,” as such term is defined in the Separation Agreement) and cancer (the “Oncology Business,” as such term is defined in the Separation Agreement).

WHEREAS, the Board of Directors of bluebird (the “Board”) has determined that it is appropriate, desirable and in the best interests of bluebird and its stockholders to separate the Severe Genetic Disease Business and the Oncology Business.

WHEREAS, the Board has determined that it is appropriate, desirable and in the best interests of bluebird and its stockholders, to carry out the Separation and the Distribution and for each of bluebird and 2seventy to be two separate publicly traded companies;

WHEREAS, for U.S. federal Income Tax purposes, it is the intention of the Parties that the Separation and the Distribution, taken together, will qualify as a reorganization within the meaning of Section 368(a)(1)(D) of the Code by reason of the Distribution qualifying under Section 355 of the Code;

WHEREAS, as of the date hereof, bluebird is the common parent of an Affiliated Group, including 2seventy, which has elected to file consolidated U.S. federal Income Tax Returns;

WHEREAS, the Parties desire to provide for and agree upon the allocation between the Parties of liabilities, and entitlements to refunds thereof, for certain Taxes arising prior to, at the time of, and subsequent to the Distribution, and to provide for and agree upon other matters relating to Taxes and to set forth certain covenants and indemnities relating to the Tax-Free Status;

WHEREAS, pursuant to that certain Securities Purchase Agreement, entered into as of September 7, 2021, by and among bluebird and the purchasers identified on the signature pages thereto (such purchasers, the “Purchasers,” and such agreement, the “SPA”), bluebird sold to the Purchasers, and the Purchasers purchased from bluebird, (i) 2,272,727 shares of bluebird

Common Stock and (ii) warrants to purchase 2,272,727 shares of bluebird Common Stock (the “bluebird Warrants”); and

WHEREAS, pursuant to Section 4.18 of the SPA, in connection with the Separation and the Distribution, 2seventy will deliver to the Purchasers a new warrant in form and substance substantially identical to the bluebird Warrants (such warrants delivered by 2seventy, the “2seventy Warrants”) for that number of shares of 2seventy Common Stock determined in accordance with Section 9(d) of the bluebird Warrants;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 General. For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings, and capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Separation Agreement:

“2seventy” has the meaning provided in the first sentence of this Agreement.

“2seventy Capital Stock” means all classes or series of capital stock of 2seventy, including (a) the 2seventy Common Stock, (b) all options, warrants and other rights to acquire such capital stock and (c) all instruments properly treated as stock in 2seventy for U.S. federal Income Tax purposes.

“2seventy Carryback” means any net operating loss, net capital loss, excess tax credit, or other similar Tax item of any member of the 2seventy Group which may or must be carried from one Tax Period to another prior Tax Period under the Code or other applicable Law.

“2seventy Common Stock” has the meaning set forth in the Separation Agreement.

“2seventy Disqualifying Act” means, following the Distribution, (a) any act, or failure or omission to act, by any member of the 2seventy Group that results in any Party (or any of its Affiliates) being responsible for Distribution Taxes pursuant to a Final Determination, regardless of whether such act or failure to act (i) is covered by a Post-Distribution Ruling or Unqualified Tax Opinion (or is subject to Section 6.1(d)), or (ii) occurs during or after the Restricted Period; (b) the direct or indirect acquisition of all or a portion of the stock of 2seventy (or any transaction or series of related transactions that is deemed to be such an acquisition for purposes of the Code and the Treasury Regulations promulgated thereunder) by any means whatsoever by any Person, including, for the avoidance of doubt, as a result of the receipt of 2seventy Capital Stock or 2seventy Warrants with respect to the instruments acquired by the Purchasers pursuant to the SPA or the exercise of the 2seventy Warrants; (c) any event (or series of events) involving

2seventy Capital Stock or any assets of any member of the 2seventy Group; or (d) any breach by any member of the 2seventy Group of any of its obligations under this Agreement.

“2seventy Group” means 2seventy and its Affiliates, as determined after the Distribution.

“2seventy Separate Return” means (a) any Tax Return of or including any member of the 2seventy Group (including any consolidated, combined or unitary return) that does not include any member of the bluebird Group and (b) any Tax Return relating to Transfer Taxes that 2seventy is obligated to file under applicable Law.

“2seventy Warrants” has the meaning set forth in the recitals hereof.

“Action” has the meaning set forth in the Separation Agreement.

“Active Conduct” means “active conduct” as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder.

“Active Trade or Business” means the “Oncology Business,” as such term is defined in the Ruling Request and the Representation Letter, constituting an active trade or business, within the meaning of Section 355(b) of the Code, of the separate affiliated group of 2seventy, as represented in the Representation Letter.

“Adjustment Request” means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund, or credit of Taxes, including (a) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return or, if applicable, as previously adjusted, (b) any claim for equitable recoupment or other offset, and (c) any claim for refund or credit of Taxes previously paid.

“Affiliate” means any entity that is directly or indirectly “controlled” by either the person in question or an Affiliate of such person. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities or other interests, by contract or otherwise. The term Affiliate shall refer to Affiliates of a person as determined immediately after the Distribution.

“Affiliated Group” means, with respect to a Party, the affiliated group (as that term is defined in Section 1504(a) of the Code and the Treasury Regulations thereunder) of which the Party is the common parent.

“Ancillary Agreement” has the meaning set forth in the Separation Agreement; provided, however, that for purposes of this Agreement, this Agreement shall not constitute an Ancillary Agreement.

“bluebird” has the meaning provided in the first sentence of this Agreement.

“bluebird Attribute Losses” has the meaning set forth in the definition of Distribution Taxes.

“bluebird Capital Stock” means all classes or series of capital stock of bluebird, including (a) the bluebird Common Stock, (b) all options, warrants and other rights to acquire such capital stock and (c) all instruments properly treated as stock of bluebird for U.S. federal Income Tax purposes.

“bluebird Common Stock” has the meaning set forth in the Separation Agreement.

“bluebird Disqualifying Act” means (a) any act, or failure or omission to act, by any member of the bluebird Group following the Distribution that results in any Party (or any of its Affiliates) being responsible for such Distribution Taxes pursuant to a Final Determination; (b) the direct or indirect acquisition of all or a portion of the stock of bluebird (or any transaction or series of related transactions that is deemed to be such an acquisition for purposes of the Code and the Treasury Regulations promulgated thereunder) by any means whatsoever by any Person, including, for the avoidance of doubt, as a result of the issuance of bluebird Common Stock or bluebird Warrants pursuant to the SPA or the exercise of the bluebird Warrants; (c) any event (or series of events) involving bluebird Capital Stock or any assets of any member of the bluebird Group; or (d) any failure to be true, inaccuracy in, or breach of any of bluebird’s representations or statements contained in the Ruling Request or the Representation Letter to the extent relating to acts, omissions, events, conditions, facts or circumstances existing on or before the Distribution Effective Time.

“bluebird Group” means bluebird and its Affiliates, excluding any entity that is a member of the 2seventy Group.

“bluebird Separate Return” means (a) any Tax Return of or including any member of the bluebird Group (including any consolidated, combined or unitary return) that does not include any member of the 2seventy Group and (b) any Tax Return relating to Transfer Taxes that bluebird is obligated to file under applicable Law.

“bluebird Warrants” has the meaning set forth in the recitals hereof.

“Board” has the meaning set forth in the recitals hereof.

“Business Day” has the meaning set forth in the Separation Agreement.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Complete Pre-Distribution Period” means any Tax Period ending on or before the Distribution Date.

“Contribution” means the contribution by bluebird of the assets constituting the Oncology Business to 2seventy solely in exchange for 2seventy Common Stock and the assumption by 2seventy of any liabilities related to the Oncology Business, in each case as described in the Separation Agreement.

“Controlling Party” has the meaning set forth in Section 9.2(b) of this Agreement.

“DGCL” means the Delaware General Corporation Law.

“Dispute Notice” has the meaning set forth in Section 13.1.

“Disputed Tax Matter” has the meaning set forth in Section 13.3.

“Disputes” has the meaning set forth in Section 13.1.

“Distribution” has the meaning set forth in the Separation Agreement.

“Distribution Date” has the meaning set forth in the Separation Agreement.

“Distribution Effective Time” has the meaning set forth in the Separation Agreement.

“Distribution Losses” shall mean (a) all Distribution Taxes (including interest and penalties thereon) imposed (or, in the case of bluebird Attribute Losses, that would have been imposed if bluebird were a Full Taxpayer) pursuant to any settlement, Final Determination, judgment or otherwise; (b) all accounting, legal and other professional fees and court costs incurred in connection with such Distribution Taxes, as well as any other out-of-pocket costs incurred in connection with such Taxes; and (c) all reasonable costs and expenses and all damages associated with shareholder litigation or controversies and any amount paid by any member of the bluebird Group or member of the 2seventy Group in respect of the liability of shareholders, whether paid to any shareholder or to the IRS or any other Tax Authority, in each case, resulting from the failure of any Separation Transactions to have Tax-Free Status.

“Distribution Taxes” means (i) any and all Taxes required to be paid by or imposed on a Party or any of its Affiliates, plus (ii) without duplication, the hypothetical Taxes that would have been described in clause (i) if bluebird were a Full Taxpayer (“bluebird Attribute Losses”), in each case, resulting from, attributable to, or arising in connection with the failure of (a) the Contribution and Distribution, taken together, to qualify as a reorganization described in Sections 355(a) and 368(a)(1)(D) of the Code or (b) the stock distributed in the Distribution to constitute “qualified property” for purposes of Sections 355(d), 355(e) and Section 361(c) of the Code (or any corresponding provision of the Laws of other jurisdictions).

“Fifty-Percent or Greater Interest” has the meaning ascribed to such term for purposes of Section 355(e) of the Code.

“Final Determination” means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a taxable period, (a) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the Laws of a state, local, or foreign taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of Law) the right of the taxpayer to file a claim for refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such taxable period (as the case may be); (b) by a decision, judgment, decree, or other order by a court of competent jurisdiction, which has become final and unappealable; (c) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the Laws of a state, local, or foreign taxing jurisdiction; (d) by any allowance of a refund or credit in respect of an overpayment of a Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; (e) by a final settlement resulting from a treaty-based competent authority determination; or (f) by any other final disposition, including by reason of the expiration of the applicable statute of limitations, the execution of a pre-filing agreement with the IRS or other Tax Authority, or by mutual agreement of the Parties.

“Full Taxpayer” means the assumption that each relevant member of the bluebird Group (a) is subject to the highest marginal regular statutory income Tax rate applicable to corporations, and (b) will not utilize any Tax Attribute other than a Tax Attribute arising from the adjustment at issue.

“Governmental Entity” has the meaning set forth in the Separation Agreement.

“Group” means the bluebird Group or the 2seventy Group, or both, as the context requires.

“Income Tax” means all U.S. federal, state, and local and foreign income, franchise or similar Taxes imposed on (or measured by) net income or net profits, and any interest, penalties, additions to tax or additional amounts in respect of the foregoing.

“IRS” means the U.S. Internal Revenue Service.

“Joint Return” means any Tax Return (including any consolidated, combined or unitary Tax Return) that relates to at least one asset or activity that is part of the Severe Genetic Disease Business, on the one hand, and at least one asset or activity that is part of the Oncology Business, on the other hand.

“Law” means the law of any Governmental Entity or political subdivision thereof, including statutes, regulations promulgated thereunder, and administrative and judicial interpretations thereof.

“Non-Controlling Party” has the meaning set forth in Section 9.2(b) of this Agreement.

“Non-Responsible Party” means the Party that is not the Responsible Party.

“Oncology Business” has the meaning set forth in the Separation Agreement.

“Parties” and “Party” have the meaning set forth in the first sentence of this Agreement.

“Past Practices” has the meaning set forth in Section 3.4(a) of this Agreement.

“Payor” has the meaning set forth in Section 4.2(a) of this Agreement.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Entity or any department, agency or political subdivision thereof, without regard to whether any entity is treated as disregarded for U.S. federal Income Tax purposes.

“Post-Distribution Period” means any Tax Period beginning after the Distribution Date and, in the case of any Straddle Period, the portion of such Tax Period beginning on the day after the Distribution Date.

“Pre-Distribution Period” means any Tax Period ending on or before the Distribution Date and, in the case of any Straddle Period, the portion of such Straddle Period ending on the Distribution Date.

“Post-Distribution Ruling” has the meaning set forth in Section 6.1 of this Agreement.

“Prime Rate” has the meaning set forth in the Separation Agreement.

“Privilege” means all privileges, immunities, or other protections from disclosure which may be asserted under applicable Law, including any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

“Proposed Acquisition Transaction” means a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulation Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by 2seventy management or shareholders, is a hostile acquisition, merger, consolidation or otherwise, as a result of which any Person or any group of related Persons would (directly or indirectly) acquire, or have the right to acquire, from 2seventy and/or one or more direct or indirect holders of

outstanding shares of 2seventy Capital Stock, a number of shares of 2seventy Capital Stock that would, when combined with any other changes in ownership of 2seventy Capital Stock pertinent for purposes of Section 355(e) of the Code (other than the receipt of 2seventy Capital Stock or 2seventy Warrants with respect to the instruments acquired by the Purchasers pursuant to the SPA or the exercise of the 2seventy Warrants, comprise thirty percent (30%), or more of (a) the value of all outstanding shares of stock of 2seventy as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (b) the total combined voting power of all outstanding shares of voting stock of 2seventy as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by 2seventy of a shareholder rights plan and (ii) issuances by 2seventy that satisfy Safe Harbor VIII (relating to acquisitions in connection with a Person's performance of services). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

“Purchasers” has the meaning set forth in the recitals hereof.

“Representation Letter” means the Officer's Certificate of bluebird on behalf of itself and its Affiliates (including 2seventy), dated November 3, 2021, as amended or supplemented, including any appendices and exhibits attached thereto or included therewith, submitted to Goodwin Procter LLP.

“Required Party” has the meaning set forth in Section 4.2 of this Agreement.

“Responsible Party” means, with respect to any Tax Return, the Party having responsibility for preparing and filing such Tax Return under this Agreement.

“Restricted Period” means the period beginning at the Distribution Effective Time and ending on the two-year anniversary of the day after the Distribution Date.

“Retention Date” has the meaning set forth in Section 8.1 of this Agreement.

“Ruling” means the IRS private letter ruling issued to bluebird in response to the Ruling Request.

“Ruling Request” means the request for ruling in connection with the Separation Transactions (including all attachments, exhibits, and other materials submitted with such ruling request letter) and any amendment or supplement to such ruling request letter.

“Section 336(e) Allocation Statement” has the meaning set forth in Section 3.5(b)(ii) of this Agreement.

“Section 336(e) Election” has the meaning set forth in Section 3.5(b)(i).

“Separate Return” means a bluebird Separate Return or a 2seventy Separate Return, as the case may be.

“Separation” has the meaning set forth in the Separation Agreement.

“Separation Agreement” means the Separation Agreement, as amended from time to time, by and between bluebird and 2seventy.

“Separation Taxes” means any and all Taxes (other than Distribution Taxes) required to be paid by or imposed on a Party or any of its Affiliates resulting from, attributable to, or arising in connection with the Distribution or any other Separation Transaction including Transfer Taxes.

“Separation Transactions” means, collectively, the Contribution, the Separation, and the Distribution.

“Severe Genetic Disease Business” has the meaning set forth in the Separation Agreement.

“SPA” has the meaning set forth in the recitals hereof.

“Straddle Period” means any Tax Period that begins on or before and ends after the Distribution Date.

“Subsidiary” has the meaning set forth in the Separation Agreement.

“Substantial Authority” has the meaning set forth in Section 3.4(c) of this Agreement.

“Tax” or “Taxes” means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, ad valorem, value added, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, escheat, alternative minimum, estimated or other tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax), imposed by any Governmental Entity or political subdivision thereof, and any interest, penalty, additions to tax or additional amounts in respect of the foregoing.

“Tax Advisor” means a tax counsel or tax accountant of recognized national standing.

“Tax Attribute” means a net operating loss, carryforward under Section 163(j) of the Code, net capital loss, unused investment credit, unused foreign Tax credit, excess charitable contribution, general business credit, research and development credit, orphan drug credit, earnings and profits, basis, or any other Tax Item that could reduce a Tax or create a Tax Benefit.

“Tax Authority” means, with respect to any Tax, the Governmental Entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the assessment, administration, collection, enforcement, determination or imposition of such Tax for such entity or subdivision.

“Tax Benefit” means any Tax Refund, credit or other reduction in Tax payments (determined on a “with and without” basis).

“Tax Contest” means an audit, review, examination, or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund).

“Tax-Free Status” means the qualification of the Contribution and the Distribution, taken together, (a) as a reorganization described in Sections 355(a) and 368(a)(1)(D) of the Code; (b) as a transaction in which the stock distributed thereby is “qualified property” for purposes of Sections 355(d), 355(e) and 361(c) of the Code; and (c) as a transaction in which bluebird, 2seventy and the shareholders of bluebird recognize no income or gain for U.S. federal Income Tax purposes pursuant to Sections 355, 361 and 1032 of the Code (in each case, without regard to the distribution and receipt of 2seventy Capital Stock or 2seventy Warrants pursuant to the Distribution with respect to the instruments acquired by the Purchasers pursuant to the SPA).

“Tax Item” means, with respect to any Income Tax, any item of income, gain, loss, deduction, or credit.

“Tax Opinion” means the opinion of Goodwin Procter LLP delivered to bluebird in connection with the Distribution.

“Tax Period” means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Law.

“Tax Records” means any (a) Tax Returns, (b) Tax Return work papers, (c) documentation relating to any Tax Contests, and (d) any other books of account or records (whether or not in written, electronic or other tangible or intangible forms and whether or not stored on electronic or any other medium) required to be maintained under the Code or other applicable Laws or under any record retention agreement with any Tax Authority, in each case filed with respect to or otherwise relating to Taxes.

“Tax Refund” means any refund of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, credited or applied to future Taxes payable), including any interest paid on or with respect to such refund of Taxes.

“Tax Return” or “Return” means any report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document required to be filed under the Code or other Law with respect to Taxes, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

“Third Party” means any Person other than the Parties or any of their respective Subsidiaries.

“Transaction Agreement” has the meaning set forth in the Separation Agreement.

“Transfer Taxes” means all sales, use, transfer, real property transfer, intangible, recordation, registration, documentary, stamp or similar Taxes imposed on the Distribution or any of the other Separation Transactions (excluding, for the avoidance of doubt, any Income Taxes).

“Treasury Regulations” means the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

“Unqualified Tax Opinion” means an unqualified “will” opinion of a Tax Advisor, which Tax Advisor is reasonably acceptable to bluebird, on which bluebird may rely to the effect that a transaction will not affect the Tax-Free Status. Any such opinion must assume that the Separation Transactions would have qualified for Tax-Free Status if the transaction in question did not occur.

ARTICLE II

LIABILITY FOR TAXES AND DISTRIBUTION LOSSES

Section 2.1 General Rule.

(a) bluebird Liability. bluebird shall be liable for, and shall indemnify and hold harmless the 2seventy Group from and against any liability for:

- (i) Taxes that are allocated to bluebird under this Article II;
- (ii) Separation Taxes;
- (iii) any Taxes resulting from a breach of any of bluebird’s covenants in this Agreement, the Separation Agreement or any Ancillary Agreement; and

(iv) any Distribution Losses that are the responsibility of bluebird under Section 6.3.

(b) 2seventy Liability. 2seventy shall be liable for, and shall indemnify and hold harmless the bluebird Group, in each case assuming the relevant member of the bluebird Group is a Full Taxpayer, from and against any liability for:

(i) Taxes that are allocated to 2seventy under this Article II;

(ii) any Taxes resulting from a breach of any of 2seventy's covenants in this Agreement, the Separation Agreement or any Ancillary Agreement; and

(iii) any Distribution Losses that are the responsibility of 2seventy under Section 6.3.

Section 2.2 Allocation Of Taxes For Pre-Distribution Periods. Except with respect to Taxes described in Section 2.1(a)(ii), Section 2.1(a)(iii), Section 2.1(a)(iv), Section 2.1(b)(ii) and Section 2.1(b)(iii), Taxes shall be allocated as follows:

(a) Allocation of Taxes Relating to Joint Returns. With respect to any Joint Return, bluebird shall be responsible for any and all Taxes for Pre-Distribution Periods due with respect to or required to be reported on any such Tax Return (including any increase in such Tax as a result of a Final Determination) which Taxes are attributable to the Severe Genetic Disease Business or the Oncology Business.

(b) Allocation of Tax Relating to Separate Returns.

(i) bluebird shall be responsible for any and all Taxes for (A) Complete Pre-Distribution Periods due with respect to or required to be reported on any 2seventy Separate Return and (B) all Tax Periods due with respect to or required to be reported on any bluebird Separate Return (including, in each case, any increase in such Tax as a result of a Final Determination).

(ii) 2seventy shall be responsible for any and all Taxes due with respect to or required to be reported on any 2seventy Separate Return for (A) Pre-Distribution Periods (other than Complete Pre-Distribution Periods) and (B) Post-Distribution Periods (including, in each case, any increase in such Tax as a result of a Final Determination).

ARTICLE III
PREPARATION AND FILING OF TAX RETURNS

Section 3.1 bluebird's Responsibility. bluebird shall prepare and file, or cause to be prepared and filed:

- (a) All Joint Returns that bluebird or any of its Affiliates is legally responsible for preparing or filing under applicable Law; and
- (b) bluebird Separate Returns.

Section 3.2 2seventy's Responsibility. 2seventy shall prepare and file, or cause to be prepared and filed, all Tax Returns required to be filed by or with respect to members of the 2seventy Group other than those Tax Returns which bluebird is required to prepare and file under Section 3.1.

Section 3.3 Cooperation. The Parties shall provide, and shall cause their Affiliates to provide, assistance and cooperation to one another in accordance with Article VII with respect to the preparation and filing of Tax Returns, including providing information required to be provided in Article VII.

Section 3.4 Tax Reporting Practices.

(a) bluebird General Rule. Except as provided in Section 3.4(c), bluebird shall prepare any Tax Return which it has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 3.1, in accordance with the past practices, accounting methods, elections or conventions of bluebird ("Past Practices") used with respect to the items reflected on such Tax Return (unless there is no reasonable basis for the use of such Past Practices), and to the extent any items are not covered by Past Practices (or in the event that there is no reasonable basis for the use of such Past Practices), in accordance with reasonable Tax accounting practices selected by bluebird.

(b) 2seventy General Rule. Except as provided in Section 3.4(c), with respect to any Tax Return that 2seventy has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 3.2, such Tax Return shall be prepared in accordance with Past Practices used with respect to the items reflected on such Tax Returns (unless there is no reasonable basis for the use of such Past Practices), and to the extent any items are not covered by Past Practices (or in the event that there is no reasonable basis for the use of such Past Practices), in accordance with reasonable Tax accounting practices selected by 2seventy.

(c) Reporting of Separation Transactions and Other Transactions. The Tax treatment of the Separation Transactions reported on any Tax Return shall be consistent with the treatment thereof in the Ruling Request, Ruling, Representation Letter and Tax Opinion, and the

Tax treatment of the transactions contemplated by the Transition Services Agreement reported on any Tax Return shall be consistent with the treatment determined by bluebird in its sole discretion, in each case taking into account the jurisdiction in which such Tax Returns are filed, unless the Parties jointly determine that there is not at least “substantial authority,” within the meaning of Section 6662(d)(2)(B)(i) of the Code (or any corresponding or similar provision of state, local or foreign Law) (“Substantial Authority”) for such Tax treatment. Such treatment reported on any Tax Return for which 2seventy is the Responsible Party shall be consistent with that on any Tax Return filed or to be filed by bluebird or any member of the bluebird Group or caused to be filed by bluebird, unless the Parties jointly determine that there is not Substantial Authority for such Tax treatment. Notwithstanding the foregoing, bluebird shall have the right to make a “protective” Section 336(e) Election in accordance with Section 3.5(b).

Section 3.5 Certain Elections.

(a) Consolidated or Combined Tax Returns. 2seventy will elect and join, and will cause its respective Affiliates to elect and join, in filing any Joint Returns that bluebird determines are required to be filed or that bluebird elects to file pursuant to Section 3.1(a).

(b) Protective Section 336(e) Election.

(i) The Parties agree that bluebird in its sole discretion may make, and 2seventy will join in filing, timely protective elections under Section 336(e) of the Code and the Treasury Regulations issued thereunder, including under Treasury Regulation Sections 1.336-2(h)(1)(i) and 1.336-2(j), for each member of the 2seventy Group that is a domestic corporation for U.S. federal Tax purposes with respect to the Distribution (a “Section 336(e) Election”). It is intended that a Section 336(e) Election will have no effect unless the Distribution is a “qualified stock disposition,” as defined in Treasury Regulation Section 1.336-1(b)(6), by reason of the application of Treasury Regulation Section 1.336-1(b)(5)(i) (B) or Treasury Regulation Section 1.336-1(b)(5)(ii).

(ii) If bluebird determines to make a Section 336(e) Election pursuant to Section 3.5(b)(i), bluebird and 2seventy shall cooperate in the preparation, completion and filing of the Section 336(e) Election, including filing any statements, amending any Tax Returns or undertaking such other actions reasonably necessary to carry out the Section 336(e) Election. bluebird shall reasonably determine the “Aggregate Deemed Asset Disposition Price” and the “Adjusted Grossed-Up Basis” (each as defined under applicable Treasury Regulations) and the allocation of such Aggregate Deemed Asset Disposition Price and Adjusted Grossed-Up Basis among the disposition date assets of 2seventy and its Subsidiaries, each in accordance with Section 336(e) of the Code and the applicable Treasury Regulations (the “Section 336(e) Allocation Statement”), and shall provide 2seventy (A) a draft of such statement for its review and comment fifteen (15)

Business Days prior to the due date for filing such statement and (B) a copy of such statement as filed. To the extent the Section 336(e) Election becomes effective, each Party agrees not to take any position (and to cause each of its Affiliates not to take any position) that is inconsistent with the Section 336(e) Election, including the Section 336(e) Allocation Statement, on any Tax Return, in connection with any Tax Contest or for any other Tax purposes (in each case, excluding any position taken for financial accounting purposes), except as may be required by a Final Determination.

Section 3.6 Right to Review Tax Returns. The Responsible Party with respect to any Tax Return shall make the portion of a draft of such Tax Return which is relevant to the determination of the Non-Responsible Party's rights or obligations under this Agreement available for review by the Non-Responsible Party, if requested, to the extent (a) such Tax Return relates to Taxes that could reasonably be expected to be equal to or in excess of \$100,000 and that are the subject of a Tax Contest and for which the Non-Responsible Party would reasonably be expected to be liable, (b) such Tax Return relates to a Tax Benefit that could reasonably be expected to be equal to or in excess of \$100,000 and for which the Non-Responsible Party would reasonably be expected to have a claim under this Agreement, or (c) the Non-Responsible Party reasonably determines that it must inspect such Tax Return to confirm compliance with the terms of this Agreement. The Responsible Party shall (x) use its reasonable best efforts to make such portion of such Tax Return available for review as required under this paragraph sufficiently in advance of the due date for filing of such Tax Return to provide the Non-Responsible Party with a meaningful opportunity to analyze and comment on such Tax Return and (y) use reasonable efforts to have such Tax Return modified before filing in accordance with any reasonable comments of the Non-Responsible Party. The Parties shall attempt in good faith to resolve any issues arising out of the review of such Tax Return.

Section 3.7 Adjustment Requests and 2seventy Carrybacks.

(a) 2seventy hereby agrees that, unless bluebird consents in writing (which consent may not be unreasonably withheld, conditioned or delayed) or as required by Law, (i) no member of the 2seventy Group shall file an Adjustment Request with respect to any Tax Return for a Pre-Distribution Period or Straddle Period, and (ii) any available elections to waive the right to claim in any Pre-Distribution Period with respect to any Tax Return any 2seventy Carryback arising in a Post-Distribution Period shall be made, and no affirmative election shall be made to claim any such 2seventy Carryback.

(b) bluebird hereby agrees that, unless 2seventy consents in writing (which consent may not be unreasonably withheld, conditioned, or delayed) or as required by Law, no member of the bluebird Group shall file any Adjustment Request with respect to any Tax Return if the result could reasonably be expected to change the Tax liability for which any member of

the 2seventy Group is liable under Section 2.1(b) for any Tax Period in an amount equal to or in excess of \$100,000.

Section 3.8 Apportionment of Tax Attributes. bluebird shall advise 2seventy in writing of a reasonable allocation of any Tax Attributes, which bluebird shall determine in accordance with a reasonable interpretation of the Code, Treasury Regulations, and any other applicable Law. The Parties and all members of their respective Groups shall prepare all Tax Returns in accordance with such allocation. Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the Parties agree that bluebird is not warranting or guaranteeing the amount of any such Tax Attributes.

ARTICLE IV TAX PAYMENTS

Section 4.1 Payment of Joint Return and Separate Return Taxes. Each Party shall pay, or shall cause to be paid, to the applicable Tax Authority when due all Taxes owed by such Party or a member of such Party's Group with respect to a Joint Return or Separate Return.

Section 4.2 Indemnification Payments.

(a) If any Party (the "Payor") is required under applicable Law to pay to a Tax Authority a Tax that another Party (the "Required Party") is liable for under this Agreement, the Payor shall provide notice to the Required Party for the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. Such Required Party shall have a period of thirty (30) days after the receipt of notice to respond thereto. Unless the Required Party disputes the amount it is liable for under this Agreement, the Required Party shall reimburse the Payor within forty-five (45) Business Days of delivery by the Payor of the notice described above. To the extent the Required Party does not agree with the amount the Payor claims the Required Party is liable for under this Agreement, the dispute shall be resolved in accordance with Article XIII. Any reimbursement shall include interest on the Tax payment computed at the Prime Rate based on the number of days from the date of the payment to the Tax Authority to the date of reimbursement under this Section 4.2.

(b) Any Tax indemnity payment required to be made by the Required Party pursuant to this Section 4.2 shall be reduced by any corresponding Tax Benefit payment required to be made to the Required Party by the other Party pursuant to Article V. For the avoidance of doubt, a Tax Benefit payment is treated as corresponding to a Tax indemnity payment to the extent the Tax Benefit realized is directly attributable to the same Tax Item (or adjustment of such Tax Item pursuant to a Final Determination) that gave rise to the Tax indemnity payment.

(c) All indemnification payments under this Agreement shall be made by bluebird directly to 2seventy and by 2seventy directly to bluebird; provided, however, that if the Parties mutually agree with respect to any such indemnification payment, any member of the bluebird Group, on the one hand, may make such indemnification payment to any member of the 2seventy Group, on the other hand, and vice versa. All indemnification payments shall be treated in the manner described in Article XII.

ARTICLE V TAX BENEFITS

Section 5.1 Tax Benefits.

(a) If a member of the 2seventy Group realizes any Tax Benefit resulting from, attributable to or arising in connection with a Section 336(e) Election, and such Tax Benefit would not have arisen but for such election (determined on a “with and without” basis), 2seventy shall make a payment to bluebird within thirty (30) Business Days following each such realization of a Tax Benefit, in an amount equal to (A) the product of (x) such Tax Benefit, times (y) the percentage of the total related Distribution Losses represented by the portion of such total Distribution Losses for which the bluebird Group is responsible pursuant to Section 6.3, plus (B) interest on such amount computed at the Prime Rate based on the number of days from the date of such actual realization of the Tax Benefit to the date of payment of such amount under this Section 5.1; provided, however, that (i) such payments shall be reduced by all reasonable costs incurred by the 2seventy Group to amend any Tax Returns or other governmental filings, and (ii) if a Tax Benefit is realized (determined on a “with and without” basis) as a result of an audit adjustment by a tax authority for a tax period that has already been completed as of the time of such adjustment, then, solely for purposes of determining (x) the date on which 2seventy must make a payment to bluebird in respect of such Tax Benefit, (y) the date on which 2seventy must provide the notice described in Section 5.1(b), and (z) the date from which interest computed at the Prime Rate accrues on such amount, such Tax Benefit shall be treated as having been realized as of the date on which the applicable tax authority issued such adjustment.

(b) No later than thirty (30) Business Days after a Tax Benefit described in Section 5.1 is realized by a member of the 2seventy Group, 2seventy shall provide bluebird with notice of the amount payable to bluebird by 2seventy pursuant to this Article V. In the event that bluebird disagrees with any such calculation described in this Section 5.1(b), bluebird shall so notify 2seventy in writing within thirty (30) Business Days of receiving the written calculation set forth above in this Section 5.1(b). bluebird and 2seventy shall endeavor in good faith to resolve such disagreement, and, failing that, the amount payable under this Article V shall be determined in accordance with the disagreement resolution provisions of Article XIII as promptly as practicable.

ARTICLE VI
TAX-FREE STATUS

Section 6.1 Restrictions on 2seventy.

(a) 2seventy will not take or fail to take, or permit any 2seventy Affiliate, as the case may be, to take or fail to take, any action (i) where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in the Ruling Request, Ruling, Representation Letter, Tax Opinion, any Unqualified Tax Opinion, or any Post-Distribution Ruling, or (ii) which adversely affects or could reasonably be expected to adversely affect the Tax-Free Status of the Separation Transaction.

(b) During the Restricted Period, 2seventy shall continue and cause to be continued the Active Conduct of the Active Trade or Business.

(c) During the Restricted Period, 2seventy shall not:

(i) enter into any Proposed Acquisition Transaction, approve any Proposed Acquisition Transaction for any purpose, or to the extent 2seventy or any other member of the 2seventy Group has the right to prohibit any Proposed Acquisition Transaction, allow any Proposed Acquisition Transaction to occur (including, but not limited to, by (A) redeeming rights under a shareholder rights plan, (B) finding a tender offer to be a “permitted offer” under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction, (C) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the DGCL or any similar corporate statute, any “fair price” or other provision of 2seventy’s charter or bylaws, (D) amending its certificate of incorporation to modify the provisions governing its Board of Directors or approving any such amendment, or otherwise) with respect to 2seventy;

(ii) merge or consolidate with any other Person, liquidate or partially liquidate;

(iii) engage (or permit a 2seventy Affiliate to engage) in any transaction that would result in 2seventy ceasing to be a company engaged in the Active Conduct of any Active Trade or Business;

(iv) make or revoke any election under Treasury Regulation Section 301.7701-3;

(v) in one or more transactions, sell, transfer or dispose of, or enter into any other transaction(s) treated for U.S. federal Income Tax purposes as a sale or exchange of (or approve or allow the sale, transfer or other disposition of, or other

transaction(s) treated for U.S. federal Income Tax purposes as a sale or exchange of) 25% or more of the net or gross assets of the Active Trade or Business (such percentage to be measured based on fair market value as of the Distribution Date), in each case other than (A) sales or transfers of assets in the ordinary course of business, (B) any cash paid to acquire assets from an unrelated Person in an arm's-length transaction, (C) any assets transferred to a Person that is disregarded as an entity separate from the transferor for U.S. federal Income Tax purposes or (D) any mandatory or optional repayment (or pre-payment) of any indebtedness of 2seventy or any member of the 2seventy Group;

(vi) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of 2seventy Capital Stock (including, without limitation, through the conversion of one class of 2seventy Capital Stock into another class of 2seventy Capital Stock); or

(vii) redeem or otherwise repurchase, directly or through any Affiliate, any of its outstanding stock, or rights to acquire stock, after the Distribution, other than through purchases meeting the requirements of Section 4.05(1)(b) of Revenue Procedure 96-30 (without regard to the effect of Revenue Procedure 2003-48 on Revenue Procedure 96-30);

provided, however, that 2seventy shall be permitted to take such action or one or more actions set forth in the foregoing clauses (i) through (vii) if, prior to taking any such actions, (1) 2seventy shall have received a private letter ruling from the IRS, that confirms that such action or actions will not result in Distribution Taxes, taking into account such actions and any other relevant transactions in the aggregate (a "Post-Distribution Ruling"), in form and substance satisfactory to bluebird (including any representations made in connection with such Post-Distribution Ruling or assumptions that may be included in such Post-Distribution Ruling); (2) 2seventy shall have received an Unqualified Tax Opinion that confirms that such action or actions will not result in Distribution Taxes, taking into account such actions and any other relevant transactions in the aggregate, in form and substance satisfactory to bluebird (including any representations made in connection with such Unqualified Tax Opinion or assumptions that may be included in such Unqualified Tax Opinion); or (3) bluebird shall have waived the requirement to obtain such Post-Distribution Ruling or Unqualified Tax Opinion. Unless bluebird shall have waived the requirement to obtain the Post-Distribution Ruling or Unqualified Tax Opinion described in this paragraph, 2seventy shall provide a copy of the Post-Distribution Ruling or the Unqualified Tax Opinion described in this paragraph to bluebird as soon as practicable prior to taking or failing to take any action set forth in the foregoing clause (i) through (vii). bluebird's evaluation of a Post-Distribution Ruling or Unqualified Tax Opinion may consider, among other factors, the appropriateness of any underlying assumptions, representations, and covenants made in

connection with such Post-Distribution Ruling or Unqualified Tax Opinion. 2seventy shall bear all costs and expenses of securing any such Post-Distribution Ruling or Unqualified Tax Opinion and shall reimburse bluebird for all reasonable out-of-pocket costs and expenses that bluebird may incur in good faith in seeking to obtain or evaluate any such Post-Distribution Ruling or Unqualified Tax Opinion.

(d) 2seventy shall not take or fail to take any action, in the Restricted Period, that would reasonably be expected to increase the Tax liability of the bluebird Group in connection with the Separation Transactions.

Section 6.2 Restrictions on bluebird. bluebird agrees that it will not take or fail to take, or permit any bluebird Affiliate, as the case may be, to take or fail to take, any action where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in the Ruling Request, Ruling, Representation Letter, Tax Opinion, any Unqualified Tax Opinion, or any Post-Distribution Ruling. bluebird agrees that it will not take or fail to take, or permit any bluebird Affiliate, as the case may be, to take or fail to take, any action which adversely affects or could reasonably be expected to adversely affect the Tax-Free Status of the Separation, the Distribution, or any other Separation Transaction; provided, however, that this Section 6.2 shall not be construed as obligating bluebird to consummate the Separation or the Distribution, nor shall it be construed as preventing bluebird from terminating the Separation Agreement pursuant to Section 10.10 thereof. For the avoidance of doubt, 2seventy's sole recourse for violations of this Section 6.2 shall be as set forth in Section 6.3.

Section 6.3 Liability For Distribution Losses. In the event that, pursuant to a Final Determination, Distribution Taxes become due and payable to a Tax Authority or a bluebird Attribute Loss occurs, then, notwithstanding anything to the contrary in this Agreement:

(a) if and to the extent such Distribution Taxes and/or bluebird Attribute Losses result from Section 355(e) of the Code:

(i) as a result of an acquisition of a Fifty-Percent or Greater Interest in bluebird, then bluebird shall be responsible for such Distribution Losses.

(ii) as a result of an acquisition of a Fifty-Percent or Greater Interest in 2seventy, then 2seventy shall be responsible for such Distribution Losses.

(b) if and to the extent such Distribution Taxes and/or bluebird Attribute Losses do not result from Section 355(e) of the Code:

(i) if such Distribution Taxes and/or bluebird Attribute Losses are attributable to a 2seventy Disqualifying Act and are not also attributable to a bluebird Disqualifying Act, then 2seventy shall be responsible for such Distribution Losses;

(ii) if such Distribution Taxes and/or bluebird Attribute Losses are attributable to a bluebird Disqualifying Act and are not also attributable to a 2seventy Disqualifying Act, then bluebird shall be responsible for such Distribution Losses;

(iii) if such Distribution Taxes and/or bluebird Attribute Losses are attributable to both a 2seventy Disqualifying Act and a bluebird Disqualifying Act, then responsibility for any Distribution Losses shall be shared by bluebird and 2seventy according to relative fault; and

(iv) if such Distribution Taxes and/or bluebird Attribute Losses are not attributable to a bluebird Disqualifying Act or a 2seventy Disqualifying Act, then bluebird shall be responsible for any Distribution Losses.

For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, under no circumstances shall bluebird be liable to 2seventy in respect of any bluebird Attribute Losses.

ARTICLE VII ASSISTANCE AND COOPERATION

Section 7.1 Assistance and Cooperation.

(a) The Parties shall cooperate (and cause their respective Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters relating to the Parties and their Affiliates including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns, and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making all information and documents in their possession relating to the other Party and its Affiliates reasonably available to such other Party as provided in Article VIII of this Agreement. Each of the Parties shall also make available to the other, as reasonably requested and available, personnel (including officers, directors, employees and agents of the Parties or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing

information or documents in connection with any administrative or judicial proceedings relating to Taxes. The 2seventy Group shall cooperate with bluebird and take any and all actions reasonably requested by bluebird in connection with obtaining the Unqualified Tax Opinion or Post-Distribution Ruling (including, without limitation, by making any new representation or covenant, confirming any previously made representation or covenant or providing any materials or information requested by any Tax Advisor; provided that 2seventy shall not be required to make or confirm any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control).

(b) Any information or documents provided under this Article VII shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes. Notwithstanding any other provision of this Agreement, the Separation Agreement or any Ancillary Agreement, (i) neither bluebird nor any bluebird Affiliate shall be required to provide 2seventy or any 2seventy Affiliate or any other Person access to or copies of any information, documents or procedures (including the proceedings of any Tax Contest) other than information, documents or procedures that relate solely to 2seventy, the business or assets of 2seventy or any 2seventy Affiliate, (ii) in no event shall bluebird or any bluebird Affiliate be required to provide 2seventy, any 2seventy Affiliate or any other Person access to or copies of any information or documents if such action could reasonably be expected to result in the waiver of any Privilege, and (iii) in no event shall 2seventy or any 2seventy Affiliate be required to provide bluebird, any bluebird Affiliate or any other Person access to or copies of any information or documents if such action could reasonably be expected to result in the waiver of any Privilege. In addition, in the event that bluebird determines that the provision of any information or documents to 2seventy or any 2seventy Affiliate, or 2seventy determines that the provision of any information or documents to bluebird or any bluebird Affiliate, could be commercially detrimental, violate any Law or agreement or waive any Privilege, the Parties shall use reasonable best efforts to permit compliance with its obligations under this Article VII in a manner that avoids any such harm or consequence.

Section 7.2 Income Tax Return Information. Each Party shall provide to the other Party information and documents relating to its Group reasonably required by the other Party to prepare Tax Returns, including any pro forma returns required by the Responsible Party for purposes of preparing such Tax Returns. Any information or documents the Responsible Party requires to prepare such Tax Returns shall be provided in such form as the Responsible Party reasonably requests and at or prior to the time reasonably specified by the Responsible Party so as to enable the Responsible Party to file such Tax Returns on a timely basis. 2seventy and bluebird acknowledge that time is of the essence in relation to any request for information, assistance or cooperation made by bluebird or 2seventy pursuant to Section 7.1 or this Section

7.2. 2seventy and bluebird acknowledge that failure to conform to the reasonable deadlines set by bluebird or 2seventy could cause irreparable harm.

Section 7.3 Reliance by bluebird. If any member of the 2seventy Group supplies information to a member of the bluebird Group in connection with any Tax position and an officer of a member of the bluebird Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the bluebird Group identifying the information being so relied upon, the chief financial officer of 2seventy (or any officer of 2seventy as designated by the chief financial officer of 2seventy) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees and advisers) the information so supplied is accurate and complete.

Section 7.4 Reliance by 2seventy. If any member of the bluebird Group supplies information to a member of the 2seventy Group in connection with any Tax position and an officer of a member of the 2seventy Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the 2seventy Group identifying the information being so relied upon, the chief financial officer of bluebird (or any officer of bluebird as designated by the chief financial officer of bluebird) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees and advisers) the information so supplied is accurate and complete.

ARTICLE VIII TAX RECORDS

Section 8.1 Retention of Tax Records. Each Party shall preserve and keep all Tax Records exclusively relating to the assets and activities of its Group for Pre-Distribution Periods, and bluebird shall preserve and keep all other Tax Records relating to Taxes of the Groups for Pre-Distribution Periods, for so long as the contents thereof may be material in the administration of any matter under the Code or other applicable Law, but in any event until the later of (i) the expiration of any applicable statutes of limitations, or (ii) seven (7) years after the Distribution Date (such later date, the "Retention Date"). After the Retention Date, each Party may dispose of such Tax Records upon sixty (60) Business Days' prior written notice to the other Party. If, prior to the Retention Date, a Party reasonably determines that any Tax Records which it would otherwise be required to preserve and keep under this Article VIII are no longer material in the administration of any matter under the Code or other applicable Law and the other Party agrees, then such first Party may dispose of such Tax Records upon sixty (60) Business Days' prior notice to the other Party. Any notice of an intent to dispose given pursuant to this Section 8.1 shall include a list of the Tax Records to be disposed of describing in reasonable detail each file, book, or other record accumulation being disposed. The notified Party shall have the opportunity, at its cost and expense, to copy or remove, within such sixty (60) Business Day period, all or any part of such Tax Records. If, at any time prior to the Retention Date, a Party

determines to decommission or otherwise discontinue any computer program or information technology system used to access or store any Tax Records, then such Party may decommission or discontinue such program or system upon ninety (90) Business Days' prior notice to the other Party and the other Party shall have the opportunity, at its cost and expense, to copy, within such ninety (90) Business Day period, all or any part of the underlying data relating to the Tax Records accessed by or stored on such program or system.

Section 8.2 Access to Tax Records. The Parties and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records (and, for the avoidance of doubt, any pertinent underlying data accessed or stored on any computer program or information technology system) in their possession and shall permit the other Party and its Affiliates, authorized agents and representatives and any representative of a Tax Authority or other Tax auditor direct access, at the cost and expense of such other Party, during normal business hours upon reasonable notice to any computer program or information technology system used to access or store any Tax Records, in each case to the extent reasonably required by the other Party in connection with the preparation of Tax Returns or financial accounting statements, audits, litigation, or the resolution of items under this Agreement.

Section 8.3 Preservation of Privilege. No Party or any of its Affiliates shall provide access to, copies of, or otherwise disclose to any Person any documentation relating to Taxes existing prior to the Distribution Date to which Privilege may reasonably be asserted without the prior written consent of the other Party, such consent not to be unreasonably withheld.

ARTICLE IX TAX CONTESTS

Section 9.1 Notice. Each of the Parties shall provide prompt notice to the other Party of any written communication from a Tax Authority regarding any pending Tax audit, assessment or proceeding or other Tax Contest of which it becomes aware related to Taxes for Tax Periods (i) for which it may be indemnified by the other Party hereunder or (ii) for which it may be required to indemnify the other Party hereunder (excluding, in the case of clause (ii), any Taxes attributable to any Post-Distribution Period), or otherwise relating to the Tax-Free Status or the Separation Transactions (including the resolution of any Tax Contest relating thereto). Such notice shall attach copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters. If an indemnified Party has knowledge of an asserted Tax liability with respect to a matter for which it is to be indemnified hereunder and such Party fails to give the indemnifying Party prompt notice of such asserted Tax liability and the indemnifying Party is entitled under this Agreement to contest the

asserted Tax liability, then (a) if the indemnifying Party is precluded from contesting the asserted Tax liability in any forum as a result of the failure to give prompt notice, the indemnifying Party shall have no obligation to indemnify the indemnified Party for any Taxes arising out of such asserted Tax liability, and (b) if the indemnifying Party is not precluded from contesting the asserted Tax liability in any forum, but such failure to give prompt notice results in a material monetary detriment to the indemnifying Party, then any amount which the indemnifying Party is otherwise required to pay the indemnified Party pursuant to this Agreement shall be reduced by the amount of such detriment.

Section 9.2 Control of Tax Contests.

(a) Joint Return. In the case of any Tax Contest with respect to any Joint Return, bluebird shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability; provided, however, that in the case of any Tax Contest with respect to any Joint Return regarding Distribution Taxes for which 2seventy may reasonably be expected to become liable to make any indemnification payment to bluebird under this Agreement, 2seventy shall have the right to participate in such Tax Contest, and bluebird shall not settle such Tax Contest without the consent of 2seventy, which consent 2seventy shall not be unreasonably withheld, conditioned or delayed, taking into account the likelihood of success of such Tax Contest on its merits.

(b) Separate Returns. In the case of any Tax Contest with respect to any Separate Return, the Party having liability for the Tax pursuant to Article II hereof shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability, subject to Section 9.2(b)(i) and (ii) below.

(i) Settlement Rights. The Controlling Party shall have the sole right to contest, litigate, compromise and settle any Tax Contest without obtaining the prior consent of the Non-Controlling Party, provided, however, that the Controlling Party shall not settle any Tax Contest with respect to which the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement without the Non-Controlling Party's prior written consent (which consent may not be unreasonably withheld, conditioned, or delayed). Unless waived by the Parties in writing, in connection with any potential adjustment in a Tax Contest as a result of which adjustment the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement: (A) the Controlling Party shall keep the Non-Controlling Party informed in a timely manner of all actions taken or proposed to be taken by the Controlling Party with respect to such potential adjustment in such Tax Contest; (B) the Controlling Party shall timely provide the Non-Controlling Party copies of any written materials relating to such potential adjustment in such Tax Contest received from any Tax

Authority; (C) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence or filings submitted to any Tax Authority or judicial authority in connection with such potential adjustment in such Tax Contest; (D) the Controlling Party shall consult with the Non-Controlling Party and offer the Non-Controlling Party a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such potential adjustment in such Tax Contest; and (E) the Controlling Party shall defend such Tax Contest diligently and in good faith. The failure of the Controlling Party to take any action specified in the preceding sentence with respect to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party. In the case of any Tax Contest described in this Section 9.2(b), “Controlling Party” means the Party entitled to control the Tax Contest under such section and “Non-Controlling Party” means the other Party.

(ii) Tax Contest Participation. Unless waived by the Parties in writing, the Controlling Party shall provide the Non-Controlling Party with written notice reasonably in advance of, and the Non-Controlling Party shall have the right to attend, any formally scheduled meetings with Tax Authorities or hearings or proceedings before any judicial authorities in connection with any potential adjustment in a Tax Contest pursuant to which the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement. The failure of the Controlling Party to provide any notice specified in this Section 9.2(b)(ii) to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability or obligation which it may have to the Controlling Party under this Agreement except to the extent that the Non-Controlling Party was actually harmed by such failure, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

ARTICLE X EFFECTIVE DATE

This Agreement shall be effective as of the Distribution Effective time.

ARTICLE XI SURVIVAL OF OBLIGATIONS

The representations, warranties, covenants and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

ARTICLE XII
TAX TREATMENT OF PAYMENTS

Section 12.1 General Rule. Except as otherwise required by a change in applicable Law or as otherwise agreed to among the Parties, any payment made pursuant to this Agreement, the Separation Agreement or any Ancillary Agreement by: (a) 2seventy to bluebird shall be treated for all Tax purposes as (i) an adjustment to any cash contributed by bluebird to 2seventy in the Contribution, to the extent of such cash contribution, and thereafter (ii) a distribution by 2seventy to bluebird with respect to stock of 2seventy held by bluebird occurring immediately before the Distribution; or (b) bluebird to 2seventy shall be treated for all Tax purposes as a tax-free contribution by bluebird to 2seventy with respect to stock of 2seventy held by bluebird occurring immediately before the Distribution; provided, however, that the foregoing treatment shall apply in each case only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the Treasury Regulations thereunder or Treasury Regulation Section 1.1502-33(d) (or under corresponding principles of other applicable Laws); provided, further, that any payments made by 2seventy to bluebird pursuant to Section 5.1 shall be treated as an adjustment to the amount deemed contributed to 2seventy by bluebird in respect of the corresponding indemnity payment pursuant to Section 4.2. Neither Party shall take any position inconsistent with the treatment described in the preceding sentence, and in the event that a Tax Authority asserts that a Party's treatment of a payment pursuant to this Agreement should be other than as set forth in the preceding sentence, such Party shall use its commercially reasonable efforts to contest such challenge.

Section 12.2 Gross-Up of Indemnification Payments Made Pursuant to this Agreement. Except to the extent provided in Section 12.3, any Tax indemnity payment made by a Party under this Agreement shall be increased as necessary so that after making all payments in respect to Taxes imposed on or attributable to such indemnity payment, the recipient Party receives an amount equal to the sum it would have received had no such Taxes been imposed. For the avoidance of doubt, all payments required to be made by 2seventy to bluebird pursuant to this Section 12.2 shall be calculated assuming all members of the bluebird Group are Full Taxpayers.

Section 12.3 Interest. Anything herein to the contrary notwithstanding, to the extent one Party makes a payment of interest to another Party under this Agreement with respect to the period from the date that the Party receiving the interest payment made a payment of Tax to a Tax Authority to the date that the Party making the interest payment reimbursed the Party receiving the interest payment for such Tax payment, the interest payment shall be treated as interest expense to the Party making such payment (deductible to the extent provided by Law) and as interest income by the Party receiving such payment (includible in income to the extent provided by Law). The amount of the payment shall not be adjusted to take into account any

reduction in Tax to the Party making such payment or increase in Tax to the Party receiving such payment.

ARTICLE XIII DISPUTE RESOLUTION

Section 13.1 Negotiation. A Party seeking resolution of a controversy, dispute or Action arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of, or in any way related to, this Agreement or the transactions contemplated hereby, including any Action based on contract, tort, statute or constitution (collectively, “Disputes”), shall provide written notice of such Dispute to the other Party, specifying the terms of such Dispute in reasonable detail (“Dispute Notice”). The appropriate executives of the Parties who have authority to settle the Dispute (or such other individuals designated by the respective executives) shall attempt to resolve the Dispute through good faith negotiation for a reasonable period of time; provided, that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed thirty (30) days from the time of receipt by a Party of the Dispute Notice. If the Dispute has not been resolved within thirty (30) days after receipt of the Dispute Notice, the respective Chief Executive Officers or their respective designees (with full settlement authority) of bluebird and 2seventy shall meet in person (or where necessary, by phone) at a mutually acceptable time and, if applicable, place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the Dispute. Any contractual time period or deadline under this Agreement to which such Dispute relates occurring after the Dispute Notice is received shall not be deemed to have passed until such Dispute has been resolved pursuant to this Article XIII.

Section 13.2 Arbitration. Any Dispute that is not resolved pursuant to Section 14.1 within thirty (30) days after receipt of a Dispute Notice shall be resolved by final and binding arbitration pursuant to the procedures set forth in Section 8.2 of the Separation Agreement.

Section 13.3 Referral To Tax Advisor For Computational or Tax Law Disputes. Notwithstanding anything to the contrary in Article XIII, with respect to any Dispute involving one or more computational matters or pure questions of Tax Law, if the Parties are not able to resolve the Dispute through the negotiation process set forth in Section 13.1, then such computational matters or pure questions of Tax Law (each, a “Disputed Tax Matter”) will be referred to a Tax Advisor acceptable to each of the Parties to act as an arbitrator solely in order to resolve the Disputed Tax Matters. In the event that the Parties are unable to agree upon a Tax Advisor within forty-five (45) days of receipt of a Dispute Notice, the arbitrator or arbitrators of the underlying Dispute under Section 13.2 shall select a Tax Advisor on behalf of the Parties to act as an arbitrator in order to resolve the Disputed Tax Matters. The Tax Advisor may, in its discretion, obtain the services of any third-party appraiser, accounting firm or consultant that the Tax Advisor deems necessary to assist it in resolving such disagreement. The Tax Advisor shall

furnish written notice to the Parties of its resolution of any such Dispute Tax Matters as soon as practical, but in any event no later than thirty (30) Business Days after its acceptance of the matter for resolution. Any such resolution by the Tax Advisor will be conclusive and binding on the Parties, and shall not be reviewable by the arbitrator or arbitrators of the underlying Dispute under Section 13.2. Following receipt of the Tax Advisor's written notice to the Parties of its resolution of the Dispute Tax Matters, the Parties shall each take or cause to be taken any action necessary to implement such resolution of the Tax Advisor. Each Party shall pay its own fees and expenses (including the fees and expenses of its representatives) incurred in connection with the referral of the Disputed Tax Matters to the Tax Advisor. All fees and expenses of the Tax Advisor in connection with such referral shall be shared equally by the Parties. For the avoidance of doubt, the arbitrator or arbitrators of the underlying Dispute under Section 13.2 shall resolve all portions of any Dispute that are not Disputed Tax Matters, and shall resolve any question as to whether any portion of a Dispute is a Disputed Tax Matter.

Section 13.4 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to provide service and honor all other commitments under this Agreement during the course of a Dispute with respect to all matters not subject to such Dispute.

Section 13.5 Injunctive or Other Equity Relief. Nothing contained in this Agreement shall deny any Party the right to seek injunctive or other equitable relief in the context of a bona fide emergency or prospective irreparable harm, and such an action may be filed and maintained notwithstanding any ongoing arbitration proceeding; provided, however, that any other relief not expressly permitted under this Section 13.5 must be pursued in accordance with Section 13.2, with all remedies being cumulative to the extent allowed by applicable Law. The Parties further agree that irreparable harm would occur, and thus need not be established, in an action to enforce the covenants set forth in Section 6.1, and that such action may be brought pursuant to this Section 13.5. The Parties further agree that any action brought under this Section 13.5 shall be brought exclusively in the courts within the State of Delaware set forth in Section 14.15 and that such courts shall have personal jurisdiction over the Parties in such action.

ARTICLE XIV GENERAL PROVISIONS

Section 14.1 Complete Agreement; Construction. This Agreement, together with the Separation Agreement and the Ancillary Agreements, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter; for the avoidance of doubt, the preceding clause shall apply to all other agreements, whether or not written, in respect of any Tax between or among any member or members of the bluebird Group, on the one hand, and any member or members of the 2seventy Group, on the other hand, which agreements shall be of no further effect between the Parties and any rights or obligations

existing thereunder shall be fully and finally settled, calculated as of the date hereof. In the event and to the extent that there shall be a conflict between the provisions of the Separation Agreement and the provisions of this Agreement, this Agreement shall control. Except as expressly set forth in the Separation Agreement or any Ancillary Agreement: (a) all matters to the extent relating to Taxes and Tax Returns of the Parties and their respective Subsidiaries shall be governed exclusively by this Agreement; and (b) for the avoidance of doubt, in the event of any conflict between the Separation Agreement or any Ancillary Agreement, on the one hand, and this Agreement, on the other hand, with respect to such matters, the terms and conditions of this Agreement shall govern.

Section 14.2 Transaction Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the other Transaction Agreements.

Section 14.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 14.4 Survival of Agreement. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Distribution Effective Time and remain in full force and effect in accordance with their applicable terms.

Section 14.5 Expenses. Except as otherwise expressly provided in this Agreement, each party and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

Section 14.6 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or email with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to

the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 14.6):

To bluebird:

bluebird bio, Inc.
60 Binney Street
Cambridge, MA 02142
Attn:
Facsimile:
Email:

To 2seventy:

2seventy bio, Inc.
60 Binney Street
Cambridge, MA 02142
Attn:
Facsimile:
Email:

Section 14.7 Waivers. The delay or failure of either Party to exercise or enforce any of its rights under this Agreement will not constitute, or be deemed to be, a waiver of those rights, nor will any single or partial exercise of any such rights preclude any other or further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party against which it is being enforced.

Section 14.8 Assignment. No Party may assign any rights or delegate any obligations arising under this Agreement, in whole or in part, directly or indirectly, without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), and any attempt to so assign any rights or delegate any obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, no such consent shall be required for any such assignment or delegation (a) with respect to bluebird, to a Subsidiary of bluebird (so long as such Subsidiary remains a Subsidiary of bluebird), (b) with respect to 2seventy, to a Subsidiary of 2seventy (so long as such Subsidiary remains a Subsidiary of 2seventy) or (c) to a *bona fide* Third Party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a Party so long as the resulting, surviving or transferee entity assumes all the obligations of the assigning Party by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the non-assigning Party; provided, however, that in the case of each of the preceding clauses (a) and (b),

no assignment permitted by this Section 14.8 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

Section 14.9 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors (whether by merger, acquisition of assets, or otherwise, and including any successor of bluebird or 2seventy succeeding to the Tax attributes of either under Section 381 of the Code) and permitted assigns.

Section 14.10 Termination and Amendment. This Agreement may be terminated, modified or amended at any time prior to the Distribution Effective Time by and in the sole and absolute discretion of bluebird without the approval of 2seventy or the stockholders of bluebird. In the event of such termination, no Party shall have any liability of any kind to the other Party or any other Person by reason of such termination. After the Distribution Effective Time, this Agreement may not be terminated, modified or amended except by an agreement in writing signed by bluebird and 2seventy.

Section 14.11 Payment Terms.

(a) Except as expressly provided to the contrary in this Agreement, any amount to be paid or reimbursed by a Party (and/or a member of such Party's Group) to the other Party (and/or a member of such other Party's Group) under this Agreement shall be paid or reimbursed hereunder within sixty (60) days after presentation of an invoice or a written demand therefor, in either case setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Except as otherwise expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within sixty (60) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to the Prime Rate, from time to time in effect, plus two percent (2%), calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

(c) Without the consent of the party receiving any payment under this Agreement specifying otherwise, all payments to be made by either bluebird or 2seventy under this Agreement shall be made in U.S. dollars. Except as expressly provided herein, any amount which is not expressed in U.S. dollars shall be converted into U.S. dollars by using the exchange rate published on Bloomberg at 5:00 p.m., Eastern time, on the day before the relevant date, or in *The Wall Street Journal*, Eastern Edition, on such date if not so published on Bloomberg. Except as expressly provided herein, in the event that any indemnification payment required to be made

hereunder may be denominated in a currency other than U.S. dollars, the amount of such payment shall be converted into U.S. dollars on the date notice of the claim is given to the indemnifying Party.

Section 14.12 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at or after the Distribution Effective Time, in each case to the extent such Subsidiary remains a Subsidiary of the applicable Party. If, at any time, 2seventy acquires or creates one or more Subsidiaries that are includable in the 2seventy Group, all references to the 2seventy Group herein shall thereafter include a reference to such Subsidiaries.

Section 14.13 Third Party Beneficiaries. Except as specifically provided herein, this Agreement is solely for the benefit of the Parties and shall not be deemed to confer upon any Person other than the Parties any remedy, claim, liability, reimbursement, cause of action or other right beyond any that exist without reference to this Agreement.

Section 14.14 Titles And Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 14.15 Governing Law. This Agreement will be governed by, construed and interpreted in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of Laws principles thereof that might lead to the application of Laws other than the Laws of the State of Delaware. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties under or related to this Agreement or any of the transactions contemplated hereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument.

Section 14.16 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 14.17 Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms “Section,” “paragraph,” and “clause” are references to the Sections, paragraphs, and clauses, respectively, of this Agreement unless otherwise specified; (c) the terms “hereof,” “herein,” “hereby,” “hereto,” and derivative or similar words refer to this entire Agreement; (d) references to “\$” shall mean U.S. dollars; (e) the word “including” and words of similar import when used in this Agreement shall mean “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic form; (h) unless the context requires otherwise, references to “party” shall mean bluebird or 2seventy, as appropriate, and references to “parties” shall mean bluebird and 2seventy; (i) provisions shall apply, when appropriate, to successive events and transactions; (j) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (k) bluebird and 2seventy have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or burdening either party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement; and (l) a reference to any Person includes such Person’s successors and permitted assigns.

Section 14.18 No Duplication; No Double Recovery. Nothing in this Agreement, the Separation Agreement or any Ancillary Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 14.19 No Waiver. No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 14.20 Further Action. The Parties shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement, including the execution and delivery to the other parties and their Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of such other parties in accordance with Article IX.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by a duly authorized officer on the date first set forth above.

BLUEBIRD BIO, INC.

By: /s/ Andrew Obenshain

Name: Andrew Obenshain

Title: President, Severe Genetic Diseases

2SEVENTY BIO, INC.

By: /s/ Nick Leschly

Name: Nick Leschly

Title: President

[Signature Page to Tax Matters Agreement]

**EMPLOYEE MATTERS AGREEMENT
by and between**

BLUEBIRD BIO, INC.

and

2SEVENTY BIO, INC.

Dated as of November 3, 2021

**EMPLOYEE MATTERS AGREEMENT
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EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT (this "Agreement"), dated as of November 3, 2021, is entered into by and between bluebird bio, Inc. ("bluebird"), a Delaware corporation, and 2seventy bio, Inc. ("2seventy"), a Delaware corporation and a wholly owned Subsidiary of bluebird. "Party" or "Parties" means bluebird or 2seventy, individually or collectively, as the case may be.

W I T N E S S E T H:

WHEREAS, as contemplated by the Separation Agreement, bluebird and 2seventy desire to enter into this Agreement to provide for the allocation of Assets, Liabilities, and responsibilities with respect to certain matters relating to employees and other individual service providers (including employee compensation and benefit plans and programs) between them.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 General. For purposes of this Agreement the following terms shall have the meaning ascribed to them in this Article I. Capitalized terms used and not defined herein shall have the meaning set forth in the Separation Agreement between the Parties, dated as of November 3, 2021 (the "Separation Agreement").

(1) "2seventy 401(k) Plan" means the tax-qualified defined contribution savings plan with a cash or deferred arrangement under Section 401(k) of the Code adopted by 2seventy or a 2seventy Group member in accordance with Section 3.1(a).

(2) "2seventy Common Stock" means the common stock, par value \$0.0001 per share, of 2seventy.

(3) "2seventy Conversion Fraction" means a fraction, the numerator of which is the bluebird Pre-Distribution Stock Value and the denominator of which is the 2seventy Stock Value.

(4) "2seventy Distributed Stock Value" shall mean the product obtained by multiplying (x) the 2seventy Stock Value by (y) the Distribution Ratio.

(5) "2seventy Employee" means any individual who, as of the Distribution Effective Time, is either actively employed by or then on a leave of absence from 2seventy or a 2seventy Group member (including maternity, paternity, family, sick, disability leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family Medical Leave Act and other approved leaves) or who is employed by bluebird or a bluebird Group member and who becomes a 2seventy Employee pursuant to the operation of this Agreement.

- (6) “2seventy ESPP” has the meaning set forth in Section 2.7.
- (7) “2seventy FSAs” has the meaning set forth in Section 4.3.
- (8) “2seventy Group” means (a) 2seventy and each entity that is a Subsidiary of 2seventy or will be a Subsidiary of 2seventy immediately following the Distribution Effective Time and (b) on and after the Distribution Effective Time, 2seventy and any entity that is a Subsidiary of 2seventy.
- (9) “2seventy Health and Welfare Plans” has the meaning set forth in Section 4.1.
- (10) “2seventy Participant” means any individual who is a 2seventy Employee or a Former 2seventy Employee, and any beneficiary, dependent, or alternate payee of such individual, as the context requires.
- (11) “2seventy RSU” means a restricted stock unit that represents a general unsecured promise by 2seventy to deliver a share of 2seventy Common Stock, which restricted stock unit is granted as part of the adjustment to bluebird RSUs as set forth in Section 5.2(b).
- (12) “2seventy Stock Plan” means the 2seventy 2021 Stock Option and Incentive Plan adopted by 2seventy prior to the Distribution Effective Time.
- (13) “2seventy Stock Value” means the volume-weighted average trading price of 2seventy Common Stock on the five (5) trading days immediately following the date upon which the Distribution Effective Time occurs, as reported on Bloomberg.
- (14) “2seventy Stock Value Ratio” means the quotient obtained by dividing (x) the bluebird Pre-Distribution Stock Value by (y) the sum of (1) the 2seventy Stock Value and (2) the quotient obtained by dividing (A) the bluebird Post-Distribution Stock Value by (B) the Distribution Ratio.
- (15) “Action” means any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, case, litigation, proceeding or investigation (whether civil, criminal, administrative or investigative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.
- (16) “Assets” means all rights, title and ownership interests in and to all rights, properties, claims, Contracts, businesses, or assets (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, in each case, whether or not recorded or reflected on the books and records or financial statements of any Person. Except as otherwise specifically set forth herein, in the Separation Agreement or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes (including any Tax items, attributes or rights to receive any Tax Refunds (as defined in the Tax Matters Agreement)) shall not be treated as Assets governed by this Agreement.

- (17) “bluebird 401(k) Plan” means the bluebird bio, Inc. 401(k) Savings Plan.
- (18) “bluebird Common Stock” means the common stock, par value \$0.01 per share, of bluebird.
- (19) “bluebird Conversion Fraction” means a fraction, the numerator of which is the bluebird Pre-Distribution Stock Value and the denominator of which is the bluebird Post-Distribution Stock Value.
- (20) “bluebird Employee” means any individual who, as of the Distribution Effective Time, is either receiving compensation from a member of the bluebird Group which is to be reported on IRS Form W-2 (in the case of individuals employed in the United States) or who is on the payroll of a bluebird Group member (in the case of individuals outside the United States), but does not include any 2seventy Employee.
- (21) “bluebird ESPP” means the bluebird bio, Inc. 2013 Employee Stock Purchase Plan, as amended.
- (22) “bluebird FSAs” has the meaning set forth in Section 4.3.
- (23) “bluebird Group” means (a) prior to the Distribution Effective Time, bluebird and each entity that will be a Subsidiary of bluebird immediately following the Distribution Effective Time and (b) from and after the Distribution Effective Time, bluebird and each entity that is a Subsidiary of bluebird.
- (24) “bluebird Health and Welfare Plans” means the health and welfare plans sponsored and maintained by bluebird or any bluebird Group member immediately prior to the Distribution Effective Time which provide group health, life, dental, accidental death and dismemberment, health care reimbursements, dependent care assistance and disability benefits.
- (25) “bluebird Participant” means any individual who is a bluebird Employee or a Former bluebird Employee, and any beneficiary, dependent, or alternate payee of such individual, as the context requires.
- (26) “bluebird Post-Distribution Stock Value” means the volume-weighted average trading price of bluebird Common Stock on the five (5) trading days immediately following the date upon which the Distribution Effective Time occurs, as reported on Bloomberg.
- (27) “bluebird Pre-Distribution Stock Value” means the volume-weighted average trading price of bluebird Common Stock (trading “regular way”) on the five (5) trading days immediately prior to the date upon which the Distribution Effective Time occurs, as reported on Bloomberg.
- (28) “bluebird RSU” means a restricted stock unit that represents a general unsecured promise by bluebird to deliver a share of bluebird Common Stock.
- (29) “bluebird Stock Plans” means the bluebird bio, Inc. 2010 Stock Option and Grant Plan, as amended, and the bluebird bio, Inc. 2013 Stock Option and Incentive Plan.

- (30) “bluebird Stock Value Ratio” shall mean the quotient obtained by dividing (x) the bluebird Pre-Distribution Stock Value by (y) the sum of (1) the 2seventy Distributed Stock Value and (2) the bluebird Post-Distribution Stock Value.
- (31) “COBRA” means the continuation coverage requirements for “group health plans” under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as codified in Code Section 4980B and ERISA Sections 601 through 608.
- (32) “Code” means the Internal Revenue Code of 1986, as amended, or any successor federal income tax law. Reference to a specific Code provision also includes any proposed, temporary, or final regulation in force under that provision.
- (33) “Consents” means any consents, waivers, notices, reports or other filings to be obtained from or made, including with respect to any Contract, or any registrations, licenses, permits, authorizations to be obtained from, or approvals from, or notification requirements to, any Third Parties, including any Governmental Entity.
- (34) “Dispute Notice” has the meaning set forth in Section 7.1.
- (35) “Disputes” has the meaning set forth in Section 7.1.
- (36) “Distribution Date” means the date, as shall be determined by the Board of Directors of bluebird, on which the Distribution occurs.
- (37) “Distribution Effective Time” means 12:01 a.m. Eastern time on the Distribution Date.
- (38) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended. Reference to a specific provision of ERISA also includes any proposed, temporary, or final regulation in force under that provision.
- (39) “Former 2seventy Employee” means any individual whose employment with either Party or any of its respective Subsidiaries and Affiliates terminated for any reason before the Distribution Effective Time, and who was primarily engaged in providing services to the Oncology Business as of the date of his or her termination of employment.
- (40) “Former bluebird Employee” means any individual whose service relationship with a bluebird Group member terminated for any reason before the Distribution Effective Time, other than a Former 2seventy Employee.
- (41) “Governmental Entity” means any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational, or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.
- (42) “Group” means (a) with respect to bluebird, the bluebird Group and (b) with respect to 2seventy, the 2seventy Group, as the context requires.

(43) “HIPAA” means the health insurance portability and accountability requirements for “group health plans” under the Health Insurance Portability and Accountability Act of 1996, as amended.

(44) “Incentive Stock Option” means an option which qualifies as an incentive stock option under the provisions of Section 422 of the Code.

(45) “Liabilities” means any and all indebtedness, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, reserved or unreserved, or determined or determinable, including those arising under any Law, Action, or in connection with any dispute, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, damages or equitable relief which may be imposed and including all costs and expenses related thereto. Except as otherwise specifically set forth herein, in the Separation Agreement or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes shall not be treated as Liabilities governed by this Agreement.

(46) “Option” when immediately preceded by “bluebird” means an outstanding option (either nonqualified or an Incentive Stock Option) to purchase bluebird Common Stock granted by bluebird prior to the Distribution Date pursuant to the bluebird Stock Plans and when immediately preceded by “2seventy” means an outstanding option (either nonqualified or an Incentive Stock Option) to purchase 2seventy Common Stock, which option is granted pursuant to the 2seventy Stock Plan as part of the adjustment to bluebird Options as set forth in Section 5.3(a).

(47) “Plan” when immediately preceded by “bluebird” means any plan, policy, program, payroll practice, on-going arrangement, contract, trust, insurance policy or other agreement or funding vehicle (including a bluebird Health and Welfare Plan) for which the eligible classes of participants include employees or former employees of bluebird or a bluebird Group member (which may include employees of 2seventy Group members prior to the Distribution Effective Time), and when immediately preceded by “2seventy,” means any plan, policy, program, payroll practice, on-going arrangement, contract, trust, insurance policy or other agreement or funding vehicle (including a 2seventy Health and Welfare Plan) for which the eligible classes of participants are limited to employees or former employees (and their eligible dependents) of 2seventy or a 2seventy Group member, but no other bluebird Group member.

ARTICLE II

TRANSFER OF 2SEVENTY EMPLOYEES; GENERAL PRINCIPLES

Section 2.1 Transfer of Employment to 2seventy of Additional Employees; Post-Effective Time Transfers; Independent Contractors.

(a) Following the date hereof, bluebird and 2seventy may cause the employment of individuals designated by bluebird who are not employed by a 2seventy Group member as of the date hereof to be transferred to a 2seventy Group member within the time period(s) designated by bluebird.

(b) In the event that bluebird determines following the Distribution Effective Time that any individual employed outside the United States (other than an individual who the Parties intend to be a 2seventy Employee) has inadvertently become employed by a member of the 2seventy Group (due to the operation of transfer of undertakings or similar law or regulation), the Parties shall cooperate and take such actions as may be reasonably necessary in order to cause the employment of such individuals to be promptly transferred to a member of the bluebird Group.

(c) The Parties shall cooperate and take such actions as may be reasonably necessary in order to minimize potential statutory, contractual, plan-based or other severance or similar obligations to the Parties or their Affiliates in connection with any transfers of employment described in this Section 2.1.

(d) 2seventy will determine which, if any, temporary workers, individual consultants or independent contractors who are performing service primarily related to the Oncology Business, it wishes to transfer to 2seventy, and the Parties shall use reasonable efforts to transfer the individual or to assign the applicable Contract to a member of the 2seventy Group and 2seventy shall, or shall cause a member of the 2seventy Group to, assume and perform such Contract.

Section 2.2 Assumption and Retention of Liabilities. bluebird and 2seventy intend that employment-related Liabilities associated with bluebird Participants are to be retained or assumed by bluebird or a bluebird Group member (other than, for the avoidance of doubt, a 2seventy Group member), and employment-related Liabilities associated with 2seventy Participants are to be assumed by 2seventy or a 2seventy Group member, in each case, except as specifically set forth herein. Accordingly, as of the Distribution Effective Time:

(a) bluebird or the applicable member of the bluebird Group hereby retains or assumes and agrees to pay, perform, fulfill, and discharge, except as expressly provided in this Agreement, (i) all Liabilities arising under or related to bluebird Plans, (ii) all employment or service-related Liabilities with respect to (A) all bluebird Participants and (B) any individual who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or non-payroll worker or in any other employment or similar relationship primarily connected to bluebird or a bluebird Group member and (iii) any Liabilities expressly transferred or allocated to bluebird or a bluebird Group member under this Agreement; and

(b) 2seventy hereby retains or assumes and agrees to pay, perform, fulfill, and discharge, except as expressly provided in this Agreement, (i) all Liabilities arising under or related to 2seventy Plans, (ii) all employment or service-related Liabilities with respect to (A) all 2seventy Participants and (B) any individual who is, or was, an independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or non-payroll worker or in any other employment or similar relationship primarily connected to 2seventy or a 2seventy Group member, including, without limitation, for both (A) and (B) hereof, any such Liabilities that may have arisen or that may be based upon events that occurred while such 2seventy Participant or other individual was employed by or otherwise provided services to bluebird or a bluebird Group member, and (iii)

any Liabilities expressly transferred or allocated to 2seventy or a 2seventy Group member under this Agreement.

Section 2.3 2seventy Participation in the bluebird Plans. Except as expressly provided in Article V of this Agreement, effective not later than the Distribution Effective Time, 2seventy and each 2seventy Group member shall cease to be a participating company in each bluebird Plan, and bluebird and 2seventy shall take all necessary action before the Distribution Effective Time to effectuate such cessation as a participating company.

Section 2.4 Sponsorship of the 2seventy Plans. Effective no later than immediately prior to the Distribution Effective Time, bluebird and 2seventy shall take such actions (if any) as are required to cause 2seventy or a 2seventy Group member to assume sole sponsorship of, and all Liabilities with respect to, each 2seventy Plan; provided that the parties shall agree prior to the Distribution Effective Time as to the treatment of any non-ERISA or voluntary Plans.

Section 2.5 No Duplication of Benefits; Service and Other Credit. bluebird and 2seventy shall adopt, or cause to be adopted, all reasonable and necessary amendments and procedures to prevent 2seventy Participants from receiving duplicative benefits from the bluebird Plans and the 2seventy Plans. With respect to 2seventy Employees, each 2seventy Plan shall provide that for purposes of determining eligibility to participate, vesting, and entitlement to benefits, service prior to the Distribution Effective Time with bluebird or a bluebird Group member shall be treated as service with 2seventy or the applicable 2seventy Group member. Such service also shall apply for purposes of satisfying any waiting periods, evidence of insurability requirements, or the application of any preexisting condition limitations under any 2seventy Plan. Each 2seventy Plan shall, to the extent practicable, waive pre-existing condition limitations with respect to 2seventy Employees. To the extent permitted under the applicable plan, 2seventy shall honor any deductibles incurred by 2seventy Employees and their eligible dependents under any bluebird medical plan in which they participated immediately prior to the Distribution Effective Time during the then-elapsed portion of the calendar year prior to the Distribution Effective Time for purposes of satisfying any deductibles or out-of-pocket maximums under the 2seventy Plans in which they are eligible to participate after the Distribution Effective Time in the same plan year in which such deductibles were incurred. For the avoidance of doubt, 2seventy shall not be required to honor any co-payments incurred by 2seventy Employees or their eligible dependents under any bluebird Health and Welfare Plan for purposes of satisfying any out-of-pocket maximums under the 2seventy Plans in which they are eligible to participate after the Distribution Effective Time.

Section 2.6 Reimbursements. From time to time after the Distribution Effective Time, the Parties shall reimburse one another, within sixty (60) days following reasonable request of the Party requesting reimbursement and the presentation by such Party of such substantiating documentation as the other Party shall reasonably request, for the cost of any Liabilities satisfied or assumed by the Party requesting reimbursement or its Affiliates that are made, pursuant to this Agreement, the responsibility of the other Party or any of its Affiliates.

Section 2.7 Approval of Plans. Prior to the Distribution Effective Time, bluebird shall have caused 2seventy to adopt the 2seventy Stock Plan and an employee stock purchase plan intended to meet the requirements of Section 423 of the Code and the regulations promulgated

thereunder (the “2seventy ESPP”) and have taken all actions as may be necessary to approve the 2seventy Stock Plan and the 2seventy ESPP in order to satisfy the applicable requirements of the Code and the applicable rules and regulations of NASDAQ.

Section 2.8 Delivery of Shares; Registration Statement. From and after the Distribution Effective Time, bluebird shall have sole responsibility for delivery of shares of bluebird Common Stock pursuant to awards issued under a bluebird Plan in satisfaction of any obligations to deliver such shares under such bluebird Plan (including delivery to 2seventy Employees and Former 2seventy Employees) and shall do so without compensation from any 2seventy Group member. From and after the Distribution Effective Time, 2seventy shall have sole responsibility for delivery of shares of 2seventy Common Stock pursuant to awards issued under a 2seventy Plan in satisfaction of any obligations to deliver such shares under the 2seventy Plans (including delivery to bluebird Employees and Former bluebird Employees) and shall do so without compensation from any bluebird Group member. 2seventy shall cause a registration statement on Form S-8 (or other appropriate form) to be filed with respect to such issued or issuable shares prior to the Distribution Effective Time and shall use commercially reasonable efforts to cause such registration statement to remain in effect for so long as there may be an obligation to deliver 2seventy shares under such 2seventy Plans. bluebird shall use commercially reasonable efforts (i) to assist 2seventy in completing such registration and (ii) to cause a registration statement on Form S-8 (or other appropriate form) of bluebird to remain in effect for so long as there may be an obligation to deliver bluebird shares under any bluebird Plans.

Section 2.9 No Change in Control. bluebird and 2seventy each hereby agree that none of the transactions contemplated by the Separation Agreement or any of the Ancillary Agreements, including this Agreement, constitutes a “change in control,” “change of control,” “sale event,” or transaction having a similar name, as applicable, within the meaning of any bluebird Plan or 2seventy Plan.

Section 2.10 Labor Relations. To the extent required by applicable Law, the Parties shall cooperate to provide notice, engage in consultation and take any similar action which may be required on its part in connection with the Separation. The Parties hereby agree that they are not aware of any applicable labor union, work council or similar employee organization that would require notice in connection with the Separation.

ARTICLE III
DEFINED CONTRIBUTION AND
NON-QUALIFIED DEFERRED COMPENSATION PLANS

Section 3.1 401(k) Plan.

(a) Establishment of Plan and Trust. Effective November 1, 2021, bluebird shall cause 2seventy or a 2seventy Group member to adopt the 2seventy 401(k) Plan, which shall be substantially similar in all material respects to the bluebird 401(k) Plan, and any trust agreements, other plan documents, summary plan descriptions, notices and enrollment materials reasonably necessary to implement the 2seventy 401(k) Plan, and shall cause trustees to be appointed for such plan. Each 2seventy Employee who was eligible to participate in the bluebird

401(k) Plan immediately prior to the effective date of the 2seventy 401(k) Plan (or prior to the Distribution Effective Time, if later) shall be eligible to participate in the 2seventy 401(k) Plan as of its effective date, and the participation of each 2seventy Employee in the bluebird 401(k) Plan shall cease as of such date. All other 2seventy Employees shall become eligible to participate in the 2seventy 401(k) Plan as provided under the terms of such plan.

(b) *Assumption of Liabilities and Transfer of Assets.* In accordance with applicable Law, bluebird and 2seventy shall cause, in the manner described herein, the accounts under the bluebird 401(k) Plan of each 2seventy Employee to be transferred to the 2seventy 401(k) Plan on, or as soon as practicable after, the effective date of the 2seventy 401(k) Plan. On, or as soon as practicable after, the effective date of the 2seventy 401(k) Plan: (i) bluebird shall cause the accounts (including any outstanding loan balances) of each 2seventy Employee in the bluebird 401(k) Plan to be transferred from the trust established under the bluebird 401(k) Plan to the trust established under the 2seventy 401(k) Plan; (ii) the 2seventy 401(k) Plan shall assume and be solely responsible for all Liabilities under the 2seventy 401(k) Plan relating to the accounts that are so transferred as of the time of such transfer; and (iii) 2seventy shall cause such transferred accounts to be accepted by the 2seventy 401(k) Plan and its related trust and shall cause the 2seventy 401(k) Plan to satisfy all protected benefit requirements under Section 411(d)(6) of the Code and applicable Law with respect to the transferred accounts.

(c) *Severance from Employment.* Participants in the bluebird 401(k) Plan will not be treated as having experienced a severance from employment, within the meaning of Section 401(k)(2)(B)(i) of the Code, for purposes of such plans as a result of the Separation or the occurrence of the Distribution Effective Time.

(d) *Post-Distribution Effective Time Contributions.* If any 2seventy Employees are entitled to employer matching contributions under the terms of the bluebird 401(k) Plan (or any other employer contributions under such plan) with respect to contributions made by 2seventy Employees into the bluebird 401(k) Plan in the 2021 plan year prior to becoming a 2seventy Employee, and such employer matching contributions have not yet been deposited into the 2seventy Employees' accounts under the bluebird 401(k) Plan as of the date such accounts are transferred from the trust established under the bluebird 401(k) Plan to the trust established under the 2seventy 401(k) Plan as set forth in Section 3.1(b), then bluebird and 2seventy shall cooperate to make such amendments, if any, to the bluebird 410(k) Plan and/or the 2seventy 401(k) Plan and/or to take such other actions as may be necessary or appropriate to ensure that the 2seventy Employees are given the full economic benefit of such employer matching contributions as soon as practicable following the determination of such employer matching contribution (and other employer contribution, if any) amounts. If the employer matching contribution (and other employer contributions, if any) is made to the bluebird 401(k) Plan, bluebird shall then cause the amount of such employer matching contributions (and other employer contributions, if any) to be transferred to the 2seventy 401(k) Plan in the manner set forth in Section 3.1(b) as soon as practicable following their deposit into the bluebird 401(k) Plan, and 2seventy shall cause such transferred amounts to be accepted by the 2seventy 401(k) Plan. For the avoidance of doubt, it is the intention of the parties hereto that the cost of the employer matching contribution (and other employer contributions, if any) described herein be borne by bluebird.

ARTICLE IV
HEALTH AND WELFARE PLANS; PAYROLL; COBRA AND VACATION

Section 4.1 Cessation of Participation in bluebird Health and Welfare Plans. Prior to the Distribution Effective Time, 2seventy shall establish health and welfare plans (the “2seventy Health and Welfare Plans”) which generally correspond to the bluebird Health and Welfare Plans in which 2seventy Employees participate immediately prior to the Distribution Effective Time. Effective January 1, 2022, 2seventy Employees who were participating in the bluebird Health and Welfare Plans as of December 31, 2021 shall cease to participate in the bluebird Health and Welfare Plans and shall, as applicable, commence participation in the corresponding 2seventy Health and Welfare Plan in which they have enrolled. 2seventy shall cause 2seventy Employees and their covered dependents who participate in bluebird Health and Welfare Plans as of December 31, 2021 to be eligible to enroll as of January 1, 2022 in such 2seventy Health and Welfare Plans as are made available to the 2seventy Employee. The transfer of employment from bluebird or a bluebird Group member to 2seventy or a 2seventy Group member prior to or as of the Distribution Effective Time shall not be treated as a “qualifying event” with respect to any 2seventy Employee under the bluebird Health and Welfare Plans or the 2seventy Health and Welfare Plans.

Section 4.2 Allocation of Health and Welfare Plan Liabilities. All outstanding Liabilities relating to, arising out of, or resulting from health and welfare coverage or claims incurred by or on behalf of 2seventy Employees or their covered dependents under the bluebird Health and Welfare Plans on or before the Distribution Effective Time shall be retained by bluebird. Any Liabilities relating to, arising out of, or resulting from health and welfare coverage or claims incurred by or on behalf of 2seventy Employees or their covered dependents under the bluebird Health and Welfare Plans following the Distribution Effective Time shall be assumed by 2seventy; provided, however, that to the extent such a Liability is covered under an insurance policy maintained with respect to a bluebird Health and Welfare Plan regardless of when the Liability arises, and such Liability is not covered under an insurance policy maintained with respect to a 2seventy Health and Welfare Plan, such Liability shall be retained by bluebird to the extent of such coverage; and provided further, however, that to the extent that bluebird receives prior to the Distribution Effective Time an invoice from a service provider billing bluebird for a service or product relating to health or welfare coverage for 2seventy Employees or their covered dependents following the Distribution Effective Time, bluebird shall be responsible for paying such invoice and 2seventy shall reimburse bluebird for any amount paid by bluebird. For the avoidance of doubt, the working rates will be used for reimbursement for the self-insured dental. For purposes of this Agreement, a claim shall be incurred upon the date upon which service or product giving rise to the Liability was provided. Any payments, repayments, reimbursements or credits consisting of, or representing, dividends, demutualizations, premium refunds, rebates, subrogation or similar reimbursements, overpayments, class action recoveries, or like payments under, or relating to, any bluebird Health or Welfare Plan whenever occurring shall remain the property solely of bluebird and neither 2seventy, any 2seventy Group member nor any 2seventy Participant shall have any interest in or right to such bluebird property.

Section 4.3 Flexible Spending Plan Treatment. Effective as of January 1, 2022, 2seventy shall establish a dependent care spending account and a medical care spending account

(the “2seventy FSAs”), which 2seventy FSAs shall have terms that are substantially identical to the analogous bluebird dependent care and medical care flexible spending accounts (the “bluebird FSAs”) as in effect immediately prior to the Distribution Effective Time. 2seventy shall take all steps necessary or appropriate to allow each such 2seventy Employee to make a new election under the 2seventy FSAs effective as of January 1, 2022.

Section 4.4 Workers’ Compensation Liabilities. All workers’ compensation Liabilities relating to, arising out of, or resulting from any claim by 2seventy Employees or Former 2seventy Employees that result from an accident or from an occupational disease which is incurred or becomes manifest, as the case may be, on or before the Distribution Effective Time and while such individual was employed by bluebird or a bluebird Group member shall be retained by bluebird. Any workers’ compensation Liabilities relating to, arising out of, or resulting from any claim by 2seventy Employees or Former 2seventy Employees that result from an accident or from an occupational disease which is incurred or becomes manifest, as the case may be, following the Distribution Effective Time shall be assumed by 2seventy; provided, however, that to the extent such a Liability is covered under a workers compensation insurance policy of bluebird or a bluebird Group member regardless of when the Liability arises, and such Liability is not covered under a workers compensation insurance policy of 2seventy or a 2seventy Group member, such Liability shall be retained by bluebird or a bluebird Group member to the extent of such coverage; and provided further, however, that to the extent that bluebird or a bluebird Group member, as applicable, receives prior to the Distribution Effective Time an invoice for a covered expense with respect to such Liability, bluebird shall be responsible for paying such invoice and 2seventy shall reimburse bluebird for any amount paid by bluebird. Notwithstanding the foregoing, 2seventy shall assume worker’s compensation Liabilities to the extent they are imposed on 2seventy under applicable Law or where the injury or illness related to the Liability is aggravated or subject to further injury after the Distribution Effective Time. A Liability which must be paid due to the existence of a deductible shall not be deemed to be covered by a workers compensation insurance policy for purposes of this Section 4.4. Subject to the foregoing, 2seventy and each 2seventy Group member shall also be solely responsible for all workers’ compensation Liabilities relating to, arising out of, or resulting from any claim incurred for a compensable injury sustained by a 2seventy Employee that results from an accident or from an occupational disease which is incurred or becomes manifest, as the case may be, after the Distribution Effective Time. bluebird, each bluebird Group member, 2seventy and each 2seventy Group member shall cooperate with respect to processing of claims, any notification to appropriate governmental agencies of the disposition and the issuance of new, or the transfer of existing, workers’ compensation insurance policies and claims handling contracts.

Section 4.5 Payroll Taxes and Reporting. bluebird and 2seventy (i) shall, to the extent practicable, treat 2seventy (or a 2seventy Group member designated by 2seventy) as a “successor employer” and bluebird (or the appropriate bluebird Group member) as a “predecessor,” within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code, with respect to 2seventy Employees for purposes of taxes imposed under the United States Federal Unemployment Tax Act or the United States Federal Insurance Contributions Act, and (ii) hereby agree to use commercially reasonable efforts to implement the standard procedure described in Section 4 of Revenue Procedure 2004-53. Without limiting in any manner the obligations and Liabilities of the Parties under the Tax Matters Agreement, including all withholding obligations otherwise set

forth therein, bluebird, each bluebird Group member, 2seventy and each 2seventy Group member shall each bear its responsibility for payroll tax obligations and for the proper reporting to the appropriate governmental authorities of compensation earned by their respective employees after the Distribution Effective Time, including compensation related to the exercise of stock options or the vesting or exercise of other equity awards, including in instances where such equity awards are with respect to the equity of the other Party.

Section 4.6 COBRA and HIPAA Compliance. bluebird or a bluebird Group member shall retain the responsibility for administering compliance with the health care continuation requirements of COBRA for any COBRA qualified beneficiaries who incur a COBRA qualifying event or loss of coverage under the bluebird Health and Welfare Plans at any time before January 1, 2022. 2seventy shall be responsible for administering compliance with the health care continuation requirements of COBRA, and the corresponding provisions of the 2seventy Health and Welfare Plans with respect to 2seventy Participants who incur a COBRA qualifying event or loss of coverage under the 2seventy Health and Welfare Plans at any time upon or after November 1, 2021. For the avoidance of doubt, COBRA costs will be invoiced monthly to 2seventy during the transition period, and 2seventy shall be responsible for the cost and administration of COBRA for any 2seventy Employees who are not eligible for the 2seventy Health and Welfare Plans in 2022 while continuing COBRA coverage.

Section 4.7 Vacation and Paid Time Off. As of the Distribution Effective Time, the applicable 2seventy Group member shall credit each 2seventy Employee with the vacation, holiday, annual leave, and/or other leave (as applicable) that such individual has accrued immediately prior to the Distribution Effective Time and shall provide each such individual with a reasonable opportunity to use such leave in accordance with the vacation and personnel policies applicable to such employee immediately prior to the Distribution Effective Time; provided that, with respect to 2seventy Employees located in California or Rhode Island, such employee shall have consented in writing, by signing the offer letter and accompanying consent form, to such transfer of vacation, holiday, annual leave and/or other leave (as applicable).

ARTICLE V

INCENTIVE COMPENSATION, EQUITY COMPENSATION AND OTHER BENEFITS

Section 5.1 Annual Cash-Based Incentive Plans. As of the Distribution Effective Time, 2seventy shall assume the obligation, if any, to pay each 2seventy Employee who is participating in an annual cash incentive bonus program in respect of 2021 performance (whether payable in fiscal year 2021 or fiscal year 2022) of bluebird or a bluebird Group member such 2seventy Employee's incentive bonus under such plan, based upon the amount accrued by bluebird in respect of such obligations. 2seventy shall cause such payments to be made to the applicable 2seventy Employees at the time such payments are made under the corresponding bluebird incentive bonus program.

Section 5.2 Retention Bonus Plans. As of the Distribution Effective Time, 2seventy shall assume the obligation, if any, to pay each 2seventy Employee who is participating in a retention bonus plan of bluebird or a bluebird Group member such 2seventy Employee's retention bonus under such plan, subject to the satisfaction of the conditions for payment of such retention bonus by the applicable 2seventy Employee. 2seventy shall cause such payments to be

made to the applicable 2seventy Employees at the time such payments are made under the corresponding bluebird retention bonus plan. bluebird shall retain the obligation, if any, to pay each bluebird Employee who is participating in a retention bonus plan of bluebird or a bluebird Group member such bluebird Employee's retention bonus under such plan, subject to the satisfaction of the conditions for payment of such retention bonus by the applicable bluebird Employee.

Section 5.3 Awards under the bluebird Stock Plans. bluebird and, where applicable, 2seventy, shall take all actions necessary or appropriate so that each bluebird Option and bluebird RSU outstanding immediately prior to the Distribution Effective Time shall be adjusted as set forth in this Section 5.3.

(a) bluebird Options.

(i) bluebird Options Granted Prior to 2021 Other than bluebird Options held by Former bluebird Employees or Former 2seventy Employees. Upon the Distribution Effective Time, each vested and unvested bluebird Option with a grant date prior to January 1, 2021, whether held by a bluebird Participant or a 2seventy Participant other than a bluebird Option held by a Former bluebird Employee or a Former 2seventy Employee, will be equitably adjusted in accordance with the Distribution (such adjustments to be done in a manner consistent with the requirements of Section 409A of the Code and, for Incentive Stock Options, Section 424 of the Code), such that each bluebird Participant or 2seventy Participant who holds such bluebird Options shall, upon the Distribution Effective Time, hold bluebird Options and 2seventy Options as follows:

(A) The number of shares of bluebird Common Stock subject to the adjusted bluebird Option will be equal to the number of shares of bluebird Common Stock subject to the option immediately prior to the Distribution Effective Time multiplied by the bluebird Stock Value Ratio, with the result being rounded down to the nearest whole share. The per share exercise price of the adjusted bluebird Option will be equal to the per share exercise price of the original bluebird Option divided by the bluebird Conversion Fraction, with the result being rounded up to the nearest whole cent. Each adjusted bluebird Option shall be subject to the same terms and conditions regarding type (whether an Incentive Stock Option or a nonqualified Option), term, vesting, and other provisions regarding exercise as set forth in the original bluebird Option (including, for the avoidance of doubt, that a 2seventy Participant will not be deemed to have experienced a termination of employment for purposes of any post-termination exercise provisions applicable to such adjusted bluebird Option so long as he or she remains in continued employment with 2seventy).

(B) The number of shares of 2seventy Common Stock subject to the 2seventy Option will be equal to the number of shares of bluebird Common Stock subject to the option immediately prior to the Distribution Effective Time multiplied by the 2seventy Stock Value Ratio, with the

result being rounded down to the nearest whole share. The per share exercise price of the 2seventy Option will be equal to the per share exercise price of the original bluebird Option divided by the 2seventy Conversion Fraction, with the result being rounded up to the nearest whole cent. Each 2seventy Option shall be subject to the same terms and conditions regarding type (whether an Incentive Stock Option or a nonqualified Option), term, vesting, and other provisions regarding exercise as set forth in the original bluebird Option (including, for the avoidance of doubt, that a bluebird Participant will not be deemed to have experienced a termination of employment for purposes of any post-termination exercise provisions applicable to such 2seventy Option so long as he or she remains in continued employment with bluebird).

(ii) bluebird Options Granted in 2021 held by bluebird Participants and bluebird Options held by Former bluebird Employees or Former 2seventy Employees. Upon the Distribution Effective Time, each vested and unvested bluebird Option with a grant date on or after January 1, 2021 held by a bluebird Participant and each vested and unvested bluebird Option held by a Former bluebird Employee or a Former 2seventy Employee (whenever granted) will be equitably adjusted solely into an adjusted bluebird Option. The number of shares of bluebird Common Stock subject to the adjusted bluebird Option will be equal to the number of shares of bluebird Common Stock subject to the option immediately prior to the Distribution Effective Time multiplied by the bluebird Conversion Fraction, with the result being rounded down to the nearest whole share. The per share exercise price of the adjusted bluebird Option will be equal to the per share exercise price of the original bluebird Option divided by the bluebird Conversion Fraction, with the result being rounded up to the nearest whole cent. Each adjusted bluebird Option shall be subject to the same terms and conditions regarding type (whether an Incentive Stock Option or a nonqualified Option), term, vesting, and other provisions regarding exercise as set forth in the original bluebird Option. Such adjustments shall be done in a manner consistent with the requirements of Section 409A of the Code and, for Incentive Stock Options, Section 424 of the Code.

(iii) bluebird Options Granted in 2021 held by 2seventy Participants other than Former 2seventy Employees. Upon the Distribution Effective Time, each vested and unvested bluebird Option with a grant date on or after January 1, 2021 held by a 2seventy Participant other than a bluebird Option held by a Former 2seventy Employee will be converted into a 2seventy Option. The number of shares of 2seventy Common Stock subject to the 2seventy Option will be equal to the number of shares of bluebird Common Stock subject to the option immediately prior to the Distribution Effective Time multiplied by the 2seventy Conversion Fraction, with the result being rounded down to the nearest whole share. The per share exercise price of the 2seventy Option will be equal to the per share exercise price of the original bluebird Option divided by the 2seventy Conversion Fraction, with the result being rounded up to the nearest whole cent. Each unvested 2seventy Option shall be subject to the same terms and conditions regarding type (whether an Incentive Stock Option or a nonqualified Option), term, vesting (including, for the avoidance of doubt, that each such 2seventy Participant will receive service credit for purposes of vesting for periods of employment with bluebird

prior to the Distribution Effective Time), and other provisions regarding exercise as set forth in the original bluebird Option. Such adjustments shall be done in a manner consistent with the requirements of Section 409A of the Code and, for Incentive Stock Options, Section 424 of the Code.

(b) bluebird RSUs.

(i) bluebird RSUs Granted Prior to 2021. Upon the Distribution Effective Time, each bluebird RSU with a grant date prior to January 1, 2021, whether held by a bluebird Participant or a 2seventy Participant, will be equitably adjusted in accordance with the Distribution (with such adjustments to be done in a manner consistent with the requirements of Section 409A of the Code), such that each bluebird Participant or 2seventy Participant who holds such bluebird RSUs shall, upon the Distribution Effective Time, hold bluebird RSUs and 2seventy RSUs as follows:

(A) The number of shares of bluebird Common Stock subject to the adjusted bluebird RSU will be equal to the number of shares of bluebird Common Stock subject to the bluebird RSU immediately prior to the Distribution Effective Time multiplied by the bluebird Stock Value Ratio, with the result being rounded down to the nearest whole share. Each adjusted bluebird RSU shall be subject to the same terms and conditions regarding term, vesting, and other provisions regarding settlement as set forth in the original bluebird RSU (including, for the avoidance of doubt, that a 2seventy Participant will not be deemed to have experienced a termination of employment for so long as he or she remains in continued employment with 2seventy).

(B) The number of shares of 2seventy Common Stock subject to the 2seventy RSU will be equal to the number of shares of bluebird Common Stock subject to the bluebird RSU immediately prior to the Distribution Effective Time multiplied by the 2seventy Stock Value Ratio, with the result being rounded down to the nearest whole share. Each 2seventy RSU shall be subject to the same terms and conditions regarding term, vesting, and other provisions regarding settlement as set forth in the original bluebird RSU (including, for the avoidance of doubt, that a bluebird Participant will not be deemed to have experienced a termination of employment for so long as he or she remains in continued employment with bluebird).

(ii) bluebird RSUs Granted in 2021 held by bluebird Participants. Upon the Distribution Effective Time, each bluebird RSU with a grant date on or after January 1, 2021 held by a bluebird Participant will be equitably adjusted solely into an adjusted bluebird RSU. The number of shares of bluebird Common Stock subject to the adjusted bluebird RSU will be equal to the number of shares of bluebird Common Stock subject to the bluebird RSU immediately prior to the Distribution Effective Time multiplied by the bluebird Conversion Fraction, with the result being rounded down to the nearest whole share. Each adjusted bluebird RSU shall be subject to the same terms

and conditions regarding term, vesting, and other provisions regarding settlement as set forth in the original bluebird RSU award. Such adjustments shall be done in a manner consistent with requirements of Section 409A of the Code.

(iii) bluebird RSUs Granted in 2021 held by 2seventy Participants. Upon the Distribution Effective Time, each bluebird RSU with a grant date on or after January 1, 2021 held by a 2seventy Participant will be equitably adjusted solely into a 2seventy RSU. The number of shares of 2seventy Common Stock subject to the 2seventy RSU will be equal to the number of shares of bluebird Common Stock subject to the bluebird RSU immediately prior to the Distribution Effective Time multiplied by the 2seventy Conversion Fraction, with the result being rounded down to the nearest whole share. Except as set forth on Schedule 5.3 of this Agreement, each 2seventy RSU shall be subject to the same terms and conditions regarding term, vesting (including, for the avoidance of doubt, that each 2seventy Participant will receive service credit for purposes of vesting for periods of employment with bluebird prior to the Distribution Effective Time), and other provisions regarding settlement as set forth in the original bluebird RSU award. Such adjustments shall be done in a manner consistent with the requirements of Section 409A of the Code.

(c) Delivery; Withholding.

(i) Delivery. 2seventy shall be solely responsible for the issuance of 2seventy Common Stock in respect of the grant, exercise and/or vesting of 2seventy Options and 2seventy RSUs (regardless of the holder thereof). bluebird shall be solely responsible for the issuance of bluebird Common Stock in respect of the grant, exercise, and/or vesting of bluebird Options and bluebird RSUs (regardless of the holder thereof).

(ii) Withholding and Reporting. Following the Distribution Effective Time, (i) 2seventy shall be solely responsible for all income, payroll and other tax remittance and reporting related to the compensation of 2seventy Participants in respect of 2seventy Options and 2seventy RSUs and bluebird Options and bluebird RSUs and (ii) bluebird shall be solely responsible for all income, payroll and other tax remittance and reporting related to the compensation of bluebird Participants in respect of 2seventy Options and 2seventy RSUs and bluebird Options and bluebird RSUs. The Parties will cooperate and communicate with each other and with third-party providers to effectuate the withholding and remittance of any such Taxes, as well as any required tax reporting, in a timely, efficient and appropriate manner. To the maximum extent permitted under applicable Law, bluebird and 2seventy shall share, and shall cause each member of its respective Group to share, with each other and their respective agents and vendors all information reasonably necessary for the efficient and accurate administration of the bluebird Stock Plans and the 2seventy Stock Plan, including, but not limited to, information regarding terminations of employment and the attainment of any specified performance criteria set forth in any awards of bluebird or 2seventy Options or RSUs.

(d) Partial Interests in Shares. To the extent that any adjustment described in this Section 5.3 results in any fractional interest in shares, such fractional interest shall be rounded down to the nearest whole share.

(e) Administration. Each of bluebird and 2seventy shall establish an appropriate administration system (through Solium Shareworks and American Stock Transfer (AST) in order to handle exercises and delivery of shares in an orderly manner and provide reasonable levels of service for equity award holders. Upon the Distribution Effective Time, 2seventy shall succeed to all administrative and interpretive and other rights of bluebird with respect to awards converted into awards with respect to 2seventy Common Stock hereunder. Each of bluebird and 2seventy agree that it shall engage Solium Shareworks as its stock plan administrator until the date on which all 2seventy Options and RSUs held by bluebird Participants and all bluebird Options and RSUs held by 2seventy Participants have vested (or, with respect to Options, vested and been exercised), expired, terminated or been forfeited or cancelled. Notwithstanding the foregoing sentence, bluebird or 2seventy may engage a stock plan administrator other than Solium Shareworks with the written consent of the other party.

(f) No Effect on Subsequent Awards. The provisions of this Section 5.3 shall have no effect on the terms and conditions of equity and equity-based awards granted following the Distribution Date by bluebird or 2seventy.

(g) No Termination of Employment or Service. Holders of equity or equity-based awards described in this Section 5.3 will not be treated as having experienced a termination of employment or service for purposes of such awards as a result of the Separation or the occurrence of the Distribution Effective Time.

Section 5.4 bluebird ESPP. As of the Distribution Effective Time, the participation of 2seventy Employees in the bluebird ESPP, if any, shall terminate and, as soon as practicable following the Distribution Date, the 2seventy Employees shall receive a lump sum amount in respect of their payroll deductions not previously used to purchase bluebird Common Stock in accordance with the terms of the bluebird ESPP.

Section 5.5 Blackout Period.

(a) During the period beginning as of the date that 2seventy Common Stock begins trading on a “when-issued” basis on NASDAQ and ending as of the date that is four (4) weeks following the Distribution Date (the “Blackout Period”), no bluebird Participant or 2seventy Participant who holds vested bluebird Options or vested 2seventy Options may exercise such Options, and no bluebird Participant or 2seventy Participant who holds vested bluebird RSUs or vested 2seventy RSUs may sell the bluebird Common Stock or 2seventy Common Stock issued upon the settlement of such bluebird RSUs or 2seventy RSUs other than shares sold to cover tax withholding obligations.

(b) If the employment of a bluebird Employee or a 2seventy Employee is terminated during the Blackout Period, and the entity employing such individual (the “Employing Entity”) determines to extend the period of exercisability applicable to stock options held by such bluebird Employee or 2seventy Employee, the entity that does not employ such individual (the “Non-Employing Entity”) may also elect to extend the period of exercisability applicable to any stock options held by such individual in the Non-Employing Entity; provided, however, that the Non-Employing Entity shall not be required to extend the period of exercisability for such stock options for any period longer than is necessary to provide such

individual the opportunity to exercise his or her stock options in the Non-Employing Entity for the period of time provided in the applicable award agreement.

Section 5.6 Section 409A. The Parties agree that their intent is that all payments and benefits under this Agreement will comply with or be exempt from Section 409A of the Code to the extent applicable. This Agreement shall be interpreted such that all such payments and benefits either comply with or are exempt from Section 409A of the Code, and all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code. Notwithstanding anything in this Agreement to the contrary, bluebird and 2seventy agree to negotiate in good faith regarding the need for any treatment of any payments or benefits hereunder different from that otherwise provided herein to ensure that the treatment of bluebird or 2seventy Options, RSUs or other compensation hereunder does not cause the imposition of a tax under Section 409A of the Code.

ARTICLE VI

GENERAL AND ADMINISTRATIVE

Section 6.1 Sharing of Participant Information. To the maximum extent permitted under applicable Law, bluebird and 2seventy shall share, and shall cause each member of its respective Group to share, with each other and their respective agents and vendors all participant information reasonably necessary for the efficient and accurate administration of each of the bluebird Plans and the 2seventy Plans. bluebird and 2seventy and their respective authorized agents shall, subject to applicable Laws regarding confidentiality and privacy, be given reasonable and timely access to, and may make copies of, all information relating to the subjects of this Agreement in the custody of the other Party, to the extent necessary for such administration. Without limiting the foregoing, and subject to applicable Law, bluebird shall transfer to 2seventy any and all employment records and information (including, but not limited to, any Form I-9, Form W-2 or other Internal Revenue Service forms) with respect to 2seventy Employees and other records reasonably required by 2seventy to enable 2seventy properly to carry out its obligations under this Agreement. Such transfer of records and information generally shall occur as soon as administratively practicable on or after the Distribution Effective Time. Each Party will permit the other Party reasonable access to employee records and information, to the extent reasonably necessary for such accessing Party to carry out its obligations hereunder (subject to applicable Law).

Section 6.2 Cooperation. The Parties agree to reasonably cooperate to effect the terms and conditions of this Agreement, from and after the date hereof.

Section 6.3 No Third Party Rights or Entitlements. No provision of this Agreement or the Separation Agreement shall be construed to create any right, or accelerate entitlement, to any compensation or benefit whatsoever on the part of any future, present, or former employee of bluebird, a bluebird Group member, 2seventy, or a 2seventy Group member under this Agreement, the Separation Agreement, any bluebird Plan or 2seventy Plan or otherwise. Except as expressly provided in this Agreement, nothing in this Agreement shall preclude 2seventy or any 2seventy Group member, at any time after the Distribution Effective Time, from amending, merging, modifying, terminating, eliminating, reducing, or otherwise altering in any respect any 2seventy Plan, any benefit under any 2seventy Plan or any trust, insurance policy or funding

vehicle related to any 2seventy Plan; and except as expressly provided in this Agreement, nothing in this Agreement shall preclude bluebird or any bluebird Group member, at any time after the Distribution Effective Time, from amending, merging, modifying, terminating, eliminating, reducing, or otherwise altering in any respect any bluebird Plan, any benefit under any bluebird Plan or any trust, insurance policy or funding vehicle related to any bluebird Plan.

Section 6.4 Audit Rights with Respect to Information Provided. Each of bluebird and 2seventy, and their duly authorized representatives, shall have the right to conduct reasonable audits with respect to all information provided to it by the other Party pursuant to this Agreement. The Parties shall cooperate to determine the procedures and guidelines for conducting audits under this Section 6.4, which shall require reasonable advance notice by the auditing Party. The auditing Party shall have the right to make copies of any relevant records at its expense, subject to applicable Law. Failure of a third party service provider to provide information shall not constitute a breach of this Section 6.4; provided that the applicable Party has timely requested the information from such service provider.

Section 6.5 Fiduciary Matters. bluebird and 2seventy each acknowledge that actions required to be taken pursuant to this Agreement may be subject to fiduciary duties or standards of conduct under ERISA or other applicable Law, and no Party shall be deemed to be in violation of this Agreement if it fails to comply with any provisions hereof based upon its good faith determination (as supported by advice from counsel experienced in such matters) that to do so would violate such a fiduciary duty or standard. Each Party shall be responsible for taking such actions as are deemed necessary and appropriate to comply with its own fiduciary responsibilities and shall fully release and indemnify the other Party for any Liabilities caused by the failure to satisfy any such responsibility.

Section 6.6 Consent of Third Parties. If any provision of this Agreement is dependent on the consent of any third party (such as a vendor or Governmental Entity), bluebird and 2seventy shall use commercially reasonable efforts to obtain such consent, and if such consent is not obtained, to implement the applicable provisions of this Agreement to the full extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, bluebird and 2seventy shall negotiate in good faith to implement the provision in a mutually satisfactory manner. The phrase “commercially reasonable efforts” as used herein shall not be construed to require the incurrence of any non-routine or unreasonable expense or liability or the waiver of any right.

Section 6.7 Assignment of “Claw-Back” or Recoupment Rights. To the extent a member of the bluebird Group holds any repayment “claw-back” or recoupment rights with respect to remuneration paid or provided to 2seventy Employees (e.g., the right to require repayment of compensation upon a termination of employment or misconduct by the employee) in connection with any relocation benefit, sign-on bonus, tuition benefit or otherwise, such rights are hereby assigned to 2seventy upon the Distribution Effective Time, it being agreed that the transactions contemplated by the Separation Agreement shall not, in and of themselves, trigger any such repayment or recoupment right. The Parties shall cooperate to execute any further documentation as may be necessary to evidence such assignment.

Section 6.8 Proprietary Information and Inventions Agreements. Effective as of the Distribution Effective Time, bluebird shall, or shall cause the appropriate member of the bluebird Group to, waive such rights under any proprietary information, confidentiality, inventions, restrictive covenant or similar agreement between any 2seventy Employee and any bluebird Group member as 2seventy determines, and bluebird agrees, in their reasonable discretion to be necessary or appropriate to permit such 2seventy Employee to perform his or her services to 2seventy or a 2seventy Group member from and after the Distribution Effective Time.

ARTICLE VII **DISPUTE RESOLUTION**

Section 7.1 Negotiation. A Party seeking resolution of a controversy, dispute or Action arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of, or in any way related to, this Agreement or the transaction contemplated hereby, including any Action based on contract, tort, statute or constitution (collectively, “Disputes”), shall provide written notice of such Dispute to the other Party, specifying the terms of such Dispute in reasonable detail (“Dispute Notice”). The appropriate executives of the Parties who have authority to settle the Dispute (or such other individuals designated by the respective executives) shall attempt to resolve the Dispute through good faith negotiation for a reasonable period of time; provided that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed thirty (30) days from the time of receipt by a Party of the Dispute Notice. If the Dispute has not been resolved within thirty (30) days after receipt of the Dispute Notice, the respective Chief Executive Officers or their respective designees (with full settlement authority) of bluebird and 2seventy shall meet in person (or where necessary, by phone) at a mutually acceptable time and, if applicable, place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the Dispute. Any contractual time period or deadline under this Agreement or any Ancillary Agreement to which such Dispute relates occurring after the Dispute Notice is received shall not be deemed to have passed until such Dispute has been resolved pursuant to this Article VII.

Section 7.2 Arbitration. Any Dispute that is not resolved pursuant to Section 7.1 within thirty (30) days after receipt of a Dispute Notice shall be resolved by final and binding arbitration pursuant to the procedures set forth in Section 8.2 of the Separation Agreement.

Section 7.3 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to provide service and honor all other commitments under this Agreement during the course of a Dispute with respect to all matters not subject to such Dispute.

Section 7.4 Injunctive or Other Equity Relief. Nothing contained in this Agreement shall deny any Party the right to seek injunctive or other equitable relief in the context of a bona fide emergency or prospective irreparable harm, and such an action may be filed and maintained notwithstanding any ongoing arbitration proceeding; provided, however, that any other relief not expressly permitted under this Section 7.4 must be pursued in accordance with Section 7.2, with all remedies being cumulative to the extent allowed by applicable Law. The Parties further agree that any action brought under this Section 7.4 shall be brought exclusively in the courts within

the State of Delaware set forth in Section 8.14, and that such courts shall have personal jurisdiction over the Parties in such action.

ARTICLE VIII **MISCELLANEOUS**

Section 8.1 Complete Agreement; Construction. This Agreement, together with the Separation Agreement and other Ancillary Agreements, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event and to the extent that there shall be a conflict or inconsistency between the provisions of this Agreement and the provisions of the Separation Agreement, this Agreement shall control.

Section 8.2 Transaction Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the other Transaction Agreements.

Section 8.3 Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Distribution Effective Time and remain in full force and effect in accordance with their applicable terms.

Section 8.4 Expenses.

(a) Except as otherwise expressly provided in this Agreement, or as otherwise agreed to in writing by the Parties, all out-of-pocket fees, costs and expenses incurred at or prior to the Distribution Effective Time in connection with, and as required by, the preparation, execution, delivery and implementation of this Agreement shall be borne and paid by bluebird.

(b) Except as otherwise expressly provided in this Agreement (including this Section 8.4), or as otherwise agreed to in writing by the Parties, each Party shall bear its own out-of-pocket costs and expenses incurred or accrued after the Distribution Effective Time; provided, however, that, except as otherwise expressly provided in this Agreement, any fees, costs and expenses incurred in obtaining any Consents or novation from a Third Party in connection with the Transfer to or Assumption by a Party or its Subsidiary of any Assets or Liabilities in connection with the Separation shall be borne by the Party or its Subsidiary to which such Assets are being Transferred or which is Assuming such Liabilities.

(c) Notwithstanding the foregoing, each Party shall be responsible for paying its own internal fees, costs and expenses.

Section 8.5 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or email with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to

the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.5):

To bluebird:

bluebird bio, Inc.
60 Binney Street
Cambridge, MA 02142
Attn: General Counsel
Facsimile:
Email:

To 2seventy:

2seventy bio, Inc.
60 Binney Street
Cambridge, MA 02142
Attn: General Counsel
Facsimile:
Email:

Section 8.6 Waivers. The delay or failure of either Party to exercise or enforce any of its rights under this Agreement will not constitute, or be deemed to be, a waiver of those rights, nor will any single or partial exercise of any such rights preclude any other or further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party against which it is being enforced.

Section 8.7 Assignment. No Party may assign any rights or delegate any obligations arising under this Agreement, in whole or in part, directly or indirectly, without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), and any attempt to so assign any rights or delegate any obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, no such consent shall be required for any such assignment or delegation (i) with respect to bluebird, to a Subsidiary of bluebird (so long as such Subsidiary remains a Subsidiary of bluebird), (ii) with respect to 2seventy, to a Subsidiary of 2seventy (so long as such Subsidiary remains a Subsidiary of 2seventy) or (iii) to a bona fide Third Party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a Party so long as the resulting, surviving or transferee entity assumes all the obligations of the assigning Party by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the non-assigning Party; provided, however, that in the case of each of the preceding clauses (i) and (ii), no assignment permitted by this Section 8.7 shall release the assigning Party from liability for the full performance of its obligations under this Agreement. It is understood and agreed that any Party may cause any of its Subsidiaries to perform any or all of its obligations hereunder, and may designate any of its Subsidiaries to receive any of its entitlements hereunder.

Section 8.8 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable

by (and against) the Parties and their respective successors (whether by merger, acquisition of assets or otherwise) and permitted assigns.

Section 8.9 Termination and Amendment. This Agreement may be terminated, modified or amended, and the Distribution may be amended, modified or abandoned, at any time prior to the Distribution Effective Time by and in the sole and absolute discretion of bluebird without the approval of 2seventy or the stockholders of bluebird. In the event of such termination, no Party shall have any liability of any kind to the other Party or any other Person by reason of such termination. After the Distribution Effective Time, this Agreement may not be terminated, modified or amended except by an agreement in writing signed by bluebird and 2seventy.

Section 8.10 Payment Terms.

(a) Except as otherwise expressly provided to the contrary in this Agreement, any amount to be paid or reimbursed by a Party (and/or a member of such Party's Group) to the other Party (and/or a member of such other Party's Group) under this Agreement shall be paid or reimbursed hereunder within sixty (60) days after presentation of an invoice or a written demand therefor, in either case setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Except as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within sixty (60) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to the Prime Rate, from time to time in effect, plus two percent (2%), calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

(c) Without the consent of the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by either bluebird or 2seventy under this Agreement shall be made in U.S. dollars. Except as expressly provided herein, any amount which is not expressed in U.S. dollars shall be converted into U.S. dollars by using the exchange rate published on Bloomberg at 5:00 p.m., Eastern time, on the day before the relevant date, or in The Wall Street Journal, Eastern Edition, on such date if not so published on Bloomberg.

Section 8.11 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at or after the Distribution Effective Time, in each case to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 8.12 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and shall not be deemed to confer upon any Person other than the Parties any remedy, claim, liability, reimbursement, cause of Action or other right beyond any that exist without reference to this Agreement.

Section 8.13 Titles and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 8.14 Governing Law. This Agreement will be governed by, construed and interpreted in accordance with the Laws of the State of Delaware, without reference to principles of conflicts of Laws. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties under or related to this Agreement or any of the transactions contemplated hereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument.

Section 8.15 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 8.16 Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms "Section," "paragraph," "clause," "Exhibit" and "Schedule" are references to the Sections, paragraphs, clauses, Exhibits and Schedules of this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "\$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) unless the context requires otherwise, references to "Party" shall mean bluebird or 2seventy, as appropriate, and references to "Parties" shall mean bluebird and 2seventy; (i) provisions shall apply, when appropriate, to successive events and transactions; (j) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (k) bluebird and 2seventy have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or burdening either party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement; and (l) a reference to any Person includes such Person's successors and permitted assigns.

Section 8.17 No Duplication; No Double Recovery. Nothing in this Agreement, the Separation Agreement or any other Ancillary Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 8.19 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

BLUEBIRD BIO, INC.

By: /s/ Andrew Obenshain
Name: Andrew Obenshain
Title: President, Severe Genetic Diseases

2SEVENTY BIO, INC.

By: /s/ Nick Leschly
Name: Nick Leschly
Title: President

INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY LICENSE AGREEMENT (“Agreement”), dated as of November 3, 2021 (the “Effective Date”), is entered into by and between bluebird, Inc. (“bluebird”), a Delaware corporation, and 2seventy, Inc. (“2seventy”), a Delaware corporation and a wholly owned Subsidiary of bluebird. “Party” or “Parties” means bluebird or 2seventy, individually or collectively, as the case may be. Each capitalized term used and not elsewhere defined herein has the meaning set forth in Section 1.1.

WHEREAS, bluebird, acting together with its Subsidiaries, currently conducts the Severe Genetic Disease Business and the Oncology Business;

WHEREAS, the Board of Directors of bluebird (the “Board”) has determined that it is appropriate, desirable and in the best interests of bluebird and its stockholders to separate bluebird into two separate, publicly-traded companies, one for each of (i) the Severe Genetic Disease Business, which shall be owned and conducted, directly or indirectly, by bluebird and its Subsidiaries and (ii) the Oncology Business, which shall be owned and conducted, directly or indirectly, by 2seventy and its Subsidiaries, if any (the “Separation”);

WHEREAS, the Parties entered into that certain separation agreement, dated as of the Effective Date (the “Separation Agreement”) to facilitate the operation of bluebird and 2seventy as separate businesses, and pursuant to the Separation Agreement, the Parties agreed to grant each other licenses under certain intellectual property rights Controlled by each of the Parties for use use, in the case of bluebird, in the bluebird Field and for use, in the case of 2seventy, in the 2seventy Field, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

Article 1 – DEFINITIONS

Capitalized terms used but not defined herein shall have the meaning provided in the Separation Agreement. The following capitalized terms shall have the following meanings:

1.1 “2seventy Field” means any and all uses in connection with the prevention, diagnosis or treatment of oncological diseases or disorders and hemophilia.

1.2 “2seventy Licensed IP Rights” means the 2seventy Licensed Know-How and the 2seventy Licensed Patents for use in the bluebird Field.

1.3 “2seventy Licensed Know-How” means all Know-How Controlled by 2seventy as of the Distribution Effective Time that is useful or necessary for bluebird to make, have made, use, sell, offer for sale, have sold, and import products for use in the bluebird Field.

1.4 “2seventy Licensed Patents” means all Patent Rights Controlled by 2seventy as of the Distribution Effective Time that are useful or necessary for bluebird to make, have made, use, sell, offer for sale, have sold, and import products.

1.5 “Bankruptcy Event” means, with respect to a Party:

(a) the entry by a court of competent jurisdiction of: (i) a decree or order for relief in respect of a Party in an involuntary case or proceeding under any Bankruptcy Law or (ii) a decree or order (w) adjudging a Party a bankrupt or insolvent, (x) approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of, or in respect of, a Party under any Bankruptcy Law, (y) appointing a custodian of a Party or of any substantial part of the property of a Party, or (z) ordering the winding-up or liquidation of the affairs of a Party, and in each case, the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 30 consecutive calendar days; or

(b) (i) the commencement by a Party of a voluntary case or proceeding under any Bankruptcy Law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, (ii) the consent by a Party to the entry of a decree or order for relief in respect of such Party in an involuntary case or proceeding under any Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against such Party, (iii) the filing by a Party of a petition or answer or consent seeking reorganization or relief under any Bankruptcy Law, (iv) the consent by a Party to the filing of such petition or to the appointment of or taking possession by a custodian of such Party or of any substantial part of the property of such Party, (v) the making by a Party of an assignment for the benefit of creditors, (vi) the admission by a Party in writing of its inability to pay its debts generally as they become due, or (vii) the approval by stockholders of a Party of any plan or proposal for the liquidation or dissolution of such Party.

1.6 “Bankruptcy Law” means Title 7 or Title 11, U.S. Code, or any similar federal, state or foreign law for the relief of debtors.

1.7 “bluebird Field” means any and all uses in connection with the prevention, diagnosis or treatment of severe genetic diseases including hemophilia.

1.8 “bluebird In-Licenses” means any and all agreements between bluebird and any Third Party existing as of the Effective Date pursuant to which bluebird Controls any bluebird Licensed IP Rights.

1.9 “bluebird Licensed IP Rights” means the bluebird Licensed Know-How and the bluebird Licensed Patents.

1.10 “bluebird Licensed Know-How” means all Know-How Controlled by bluebird as of the Distribution Effective Time that is useful or necessary for 2seventy to make, have made, use, sell, offer for sale, have sold, and import products for use in the 2seventy Field (including

using any process for producing transient transfection suspension lentiviral vector to Manufacture lentiviral vectors), including certain rights subject to the bluebird In-Licenses but excluding the bluebird Exclusive Licensed Know-How.

1.11 “bluebird Licensed Patents” means all Patent Rights Controlled by bluebird as of the Distribution Effective Time that are useful or necessary for 2seventy to make, have made, use, sell, offer for sale, have sold, and import products for use in the 2seventy Field (including using any process for producing transient transfection suspension lentiviral vector to Manufacture lentiviral vectors), including certain Patent Rights subject to the bluebird In-Licenses but excluding the bluebird Exclusive Licensed Patents.

1.12 “Control” and any cognate thereof means, with respect to Licensed IP Rights, the possession by a Party or any of its Affiliates of the ability to grant a (sub)license under such Licensed IP Rights (whether by sole or joint ownership or by (sub)license (other than pursuant to this Agreement)), without violating the terms of any agreement or other arrangement with any Third Party and without any obligation to pay royalties or any other payments or provide consideration to any Third Party in each case attributable to a sublicense to the other Party or any of its Affiliates.

1.13 “Know-How” means trade secrets, and all other confidential or proprietary information, know-how, clinical data, non-clinical data, pre-clinical data, in vitro data, inventions, processes, formulae and methodologies, excluding Patent Rights.

1.14 “Licensed IP Rights” means the bluebird Licensed Patents and bluebird Licensed Know-How and the 2seventy Licensed Patents and 2seventy Licensed Know-How. A Party’s Licensed IP Rights are, for bluebird, the bluebird Licensed Patents and bluebird Licensed Know-How and, for 2seventy, the 2seventy Licensed Patents and 2seventy Licensed Know-How.

1.15 “Licensed Know-How” means the bluebird Licensed Know-How and the 2seventy Licensed Know-How. A Party’s Licensed Know-How are, for bluebird, the bluebird Licensed Know-How and the bluebird Exclusive Licensed Know-How and, for 2seventy, the 2seventy Licensed Know-How.

1.16 “Licensed Patents” means the bluebird Licensed Patents and the 2seventy Licensed Patents. A Party’s Licensed Patents are, for bluebird, the bluebird Licensed Patents and bluebird Exclusive Licensed Patents and, for 2seventy, the 2seventy Licensed Patents.

1.17 “Patent Rights” means patents and patent applications, and any and all related national or international counterparts thereto and utility models, including any provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions and extensions thereof (including supplementary protection certificates, patent term adjustments, and patent term extensions).

1.18 “Person” means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Entity.

1.19 “Regulatory Documentation” means any and all applications, approvals, filings or submissions made or maintained by bluebird with regulatory authorities relating to the sLVV Process.

1.20 “Right of Reference” means the “right of reference or use” as that term is defined in 21 C.F.R. § 314.3(b) and any foreign counterpart to such regulation

1.21 “sLVV Process” means (i) Bluebird’s proprietary transient transfection suspension lentiviral vector process and (ii) any process for producing transient transfection

suspension lentiviral vector that includes one or more steps derived from a process described in the foregoing clause (i).

1.22 “(sub)license” shall mean license or sublicense, as applicable, and “(sub)licensee” shall mean licensee or sublicensee, as applicable.

1.23 “Third Party” means any person or entity other than a Party or any of their respective Subsidiaries.

Article 2– GRANTS

2.1 License Grants.

2.1.1 bluebird License Grant. Subject to the terms and conditions of this Agreement, bluebird hereby grants to 2seventy and its Affiliates a perpetual, irrevocable, royalty-free, non-exclusive and worldwide (sub)license under the bluebird Licensed IP Rights to make, have made, use, offer for sale, sell and import products and services in the 2seventy Field.

2.1.2 2seventy License Grant. Subject to the terms and conditions of this Agreement, 2seventy hereby grants to bluebird and its Affiliates a perpetual, irrevocable, royalty-free, non-exclusive and worldwide (sub)license under the 2seventy Licensed IP Rights to make, have made, use, offer for sale, sell and import products and services in the bluebird Field.

2.1.3 Affiliates and License Grants. The foregoing (sub)license grants automatically extend, without any further action by a Party, to each person and entity that is an Affiliate of such Party as of the Effective Date or becomes an Affiliate of such Party thereafter, but only for so long as such person or entity remains an Affiliate of such Party, and the other Party shall be in direct privity under this Agreement with any such (sub)licensed Affiliate under this Agreement.

2.2 **bluebird In-Licenses.**

2.2.1 **bluebird Covenants.** bluebird covenants: (i) not to amend, modify or waive any terms, conditions, rights or obligations of the parties under any bluebird In-Licenses to the extent it would impair the rights granted to 2seventy hereunder, (ii) to keep the bluebird In-Licenses in full force and effect and not to breach any obligations of bluebird thereunder, (iii) to provide 2seventy with prompt written notice and a specific description of any assertion of a breach or other claim arising under any bluebird In-License, (iv) to permit 2seventy to remedy any breach or alleged breach by bluebird under any bluebird In-License and to promptly reimburse 2seventy for all costs reasonably incurred in connection therewith and (v) in the event of a termination of any bluebird In-License, Bluebird shall use all reasonable efforts to ensure that (a) any rights granted under such bluebird In-License that are sublicensed to 2seventy pursuant to this Agreement shall survive such termination or (b) the licensor under such bluebird In-License promptly enters into a direct license agreement with 2seventy equivalent in scope to the license set forth in this Agreement, in each case ((a) and (b)) on terms that are satisfactory to 2seventy.

2.2.2 **2seventy Acknowledgment and Covenants.** 2seventy acknowledges that the rights granted herein to 2seventy under the bluebird In-Licenses are subject to the terms and conditions set forth in such bluebird In-Licenses. 2seventy covenants not to breach any terms or conditions of any bluebird In-Licenses pertaining to sublicensees thereunder and to perform and take such actions as may be required to allow bluebird to comply with its obligations thereunder, including obligations relating to sublicensing, patent matters, confidentiality, reporting, audit rights and diligence. 2seventy further agrees to reimburse bluebird (or to pay directly to the other party under the applicable bluebird In-License, if bluebird and such other party so agree) all amounts that become due and payable under the bluebird In-Licenses on account of 2seventy's exercise of the rights under the bluebird In-Licenses that are sublicensed to 2seventy hereunder.

2.3 **Sublicense Rights.** Each Party (but not its Affiliates) shall have the right to grant sublicenses to Third Parties under the license granted to it pursuant to Section 2.1. Sublicensees hereunder may grant further sublicenses. The sublicensing Party shall remain responsible for the compliance by each of its Affiliates and all sublicensees (whether direct or indirect) with all relevant restrictions and limitations and any other applicable terms and conditions in this Agreement.

2.4 **No Other Rights.** Nothing in this Agreement shall be interpreted to grant either Party any rights under any Licensed IP Rights or other intellectual property rights of the other Party that are not expressly granted herein, whether by implication, estoppel or otherwise.

2.5 **License in Bankruptcy.** All (sub)licenses granted under this Agreement by either Party to the other Party shall be deemed to be, for the purpose of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual

property” as defined under Section 101(35A) of the Bankruptcy Code. The Parties agree that either Party, as (sub)licensee of such intellectual property rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The Parties further agree that, upon the occurrence of a Bankruptcy Event with respect to a Party, each Party shall have the right to retain and enforce their rights under this Agreement, subject to Section 7.5.

2.6 **Regulatory Matters.** Bluebird hereby grants to 2Seventy, at no additional cost, a Right of Reference to any and all Regulatory Documentation made or maintained by bluebird with regulatory authorities relating to the sLVV Process. Bluebird will promptly notify 2Seventy with respect to any new or amended Regulatory Documentation and will provide 2Seventy with an opportunity to review and comment on any such submissions to the extent pertaining to a material change in the sLVV Process. The Parties will enter into a quality agreement promptly after the Effective Date to better coordinate regulatory compliance activities relating to the use of the sLVV Process.

Article 3 – PATENT-RELATED PROVISIONS

3.1 Prosecution and Enforcement.

3.1.1 **Maintenance of Patent Rights.** Except as otherwise set forth in this Agreement, neither Party shall have any obligation to obtain or maintain Control of any Patent

Rights for (sub)license to the other Party; except that: (i) to the extent such granting Party has the right to assign such Patent Right to the other Party in lieu of abandoning such Patent Right, such granting Party will provide thirty (30) days prior written notice of such planned abandonment to the other Party and such granting Party shall, if so requested by the other Party, either assign such Patent Right to the other Party or maintain such Patent Right for the benefit of the other Party; provided that such other Party reimburses the granting Party for all costs reasonably incurred in connection with such maintenance and (ii) bluebird shall have the obligation to maintain the Patent Rights under the bluebird In-Licenses (a) as and to the extent provided in the bluebird In-Licenses and requested by 2seventy and (b) in accordance with directions provided by 2seventy (to the extent consistent with applicable laws and the applicable bluebird In-License); provided that 2seventy reimburses bluebird for fifty percent (50%) of the costs reasonably incurred in connection with such maintenance.

3.1.2 **Enforcement of Patent Rights.** Neither Party shall have any right to enforce any of the other Party’s Patent Rights except that, as between the Parties, bluebird shall (a) have the first right to enforce, or to authorize 2seventy to enforce, the Patent Rights under the bluebird In-Licenses for infringement within the 2seventy Field, as and to the extent provided in the applicable bluebird In-License, and in accordance with directions provided by 2seventy (to the extent consistent with applicable laws and the applicable bluebird In-License); provided that

2seventy reimburses bluebird for all costs reasonably incurred in connection with such enforcement and (b) bluebird shall promptly remit to 2seventy all amounts recovered in connection with such enforcement activities that bluebird (as between bluebird and the other party to the applicable bluebird In-License) has the right to retain or receive pursuant to the applicable bluebird In-License.

3.2 **Patent Marking.** Each Party will mark any product or service as required by applicable patent marking law with any of the other Party's Licensed Patents.

3.3 **No Challenge.** Neither a Party nor any of its Affiliates shall challenge the validity or enforceability of any of the other Party's Licensed Patents, nor shall any of its sublicensees or their Affiliates so challenge any such sublicensed Licensed Patents, by initiating or continuing any court or administrative action or by intentionally supporting in a material fashion any Third Party in doing the same (other than as may be required by any court order).

Article 4 – CONFIDENTIAL INFORMATION

4.1 **Generally.** During the term of this Agreement and for a period of five (5) years following expiration or termination of this Agreement, each Party (a) shall maintain in confidence all Confidential Information of the other Party; (b) shall not use such Confidential Information for any purpose except in connection with the activities contemplated by this Agreement or in order to further the purposes of this Agreement or as permitted hereunder by (sub)license; and (c) shall not disclose such Confidential Information to anyone other than those of its Affiliates and their investors, prospective investors, lenders, prospective lenders, acquirors, prospective acquirors, permitted sublicensees, prospective sublicensees, employees, consultants, advisors, agents or subcontractors (collectively, "Permitted Recipients") who are bound by written obligations of nondisclosure and non-use no less stringent than those set forth in this Article 4 and to whom such disclosure is necessary or useful in connection with such Party's

reasonable business activities. Each Party shall ensure that such Party's Permitted Recipients comply with these obligations. Each Party shall notify the other promptly on discovery of any unauthorized use or disclosure of the other's Confidential Information.

4.2 **Exceptions.** The obligations of confidentiality, non-disclosure, and non-use set forth in Section 4.1 shall not apply to the extent the receiving Party (the "Recipient") can demonstrate that the disclosed information (a) was in the public domain at the time of disclosure to the Recipient by the other Party, or thereafter entered the public domain, in each case other than as a result of actions of the Recipient or its Permitted Recipients; (b) was rightfully known by the Recipient or its Permitted Recipients (as shown by its written records) prior to the date of disclosure to the Recipient by the other Party; (c) was received by the Recipient or its Permitted Recipients on an unrestricted basis from a Third Party rightfully in possession of such information and not under a duty of confidentiality to the other Party; or (d) was independently

developed by or for the Recipient or its Permitted Recipients without reference to or reliance on the Confidential Information of the other Party (as demonstrated by written records). Notwithstanding any other provision of this Agreement, Recipient's disclosure of Confidential Information shall not be prohibited if such disclosure: (i) is in response to a valid order of a court or other governmental body of the U.S., provided that Recipient provides the other Party with prior written notice of such disclosure in order to permit the other Party to seek a protective order or other confidential treatment of such Confidential Information; or (ii) is otherwise required by applicable law or regulation or rules of a nationally recognized securities exchange. Further notwithstanding any other provision of this Agreement, either Party may disclose Confidential Information of the other Party to the extent necessary to exercise the rights granted to or retained by the Recipient under this Agreement in filing or prosecuting Patent Rights, prosecuting or defending litigation or otherwise establishing rights or enforcing obligations under this Agreement.

Article 5– REPRESENTATIONS AND WARRANTIES

5.1 **Mutual Warranties.** Each Party represents to the other as of the Effective Date that:

5.1.1 It is a corporation duly organized and validly existing under the laws of the state of its incorporation;

5.1.2 The execution, delivery and performance of this Agreement by it has been duly authorized by all requisite corporate action;

5.1.3 This Agreement is legally binding and enforceable against it in accordance with its terms;

5.1.4 It has the power and authority to execute and deliver this Agreement, and to perform its obligations hereunder, and such performance does not conflict with or constitute a breach of any of its agreements with a Third Party; and

5.1.5 It has the right to grant the rights and (sub)licenses described in this Agreement.

5.2 **No Other Representations or Warranties.** OTHER THAN AS SET FORTH IN SECTION 5.1, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO THE VALIDITY, PATENTABILITY, ENFORCEABILITY OR SCOPE OF SUCH PARTY'S CROSS-LICENSED IP RIGHTS OR ANY WARRANTY OR REPRESENTATION THAT ANY MANUFACTURE, USE, SALE, OFFER FOR SALE, IMPORT, LEASE OR OTHER DISPOSITION OF PRODUCTS OR SERVICES BY THE OTHER PARTY WILL BE FREE

FROM INFRINGEMENT OF ANY PATENT RIGHTS OTHER THAN SUCH PARTY'S CROSS-LICENSED IP RIGHTS LICENSED HEREIN.

Article 6 – TERM AND PATENT LICENSE PERIOD

6.1 **Term of the Agreement.** The term of this Agreement shall be perpetual; provided that, the rights and obligations hereunder shall terminate (a) with respect to Patent Rights, upon the expiration of such Patent Right and (b) with respect to rights under a bluebird In-License, upon expiration or termination of such bluebird In-License.

6.2 **No Early Termination.** No Party may unilaterally terminate this Agreement or any (sub)licenses granted hereunder, for any reason, including a material breach of this Agreement by the other Party, provided, however, that each Party will retain and may pursue any remedies for such breach that it may be entitled to in a court of law or equity, including monetary damages and injunctive and equitable relief.

Article 7– MISCELLANEOUS PROVISIONS

7.1 **Relationship to Separation Agreement.** The Parties agree and acknowledge that this Agreement is a Transaction Agreement for purposes of the Separation Agreement and the Parties intend and agree that this Agreement shall be subject to the terms and conditions set forth in the Separation Agreement that are made applicable thereby to Transaction Agreements.

7.2 **Waivers.** The delay or failure of either Party to exercise or enforce any of its rights under this Agreement will not constitute, or be deemed to be, a waiver of those rights, nor will any single or partial exercise of any such rights preclude any other or further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party against which it is being enforced.

7.3 **Assignment.** No Party may assign any rights or delegate any obligations arising under this Agreement (excluding, for avoidance of doubt, sublicenses granted in accordance herewith), in whole or in part, directly or indirectly, without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), and any attempt to so assign any rights or delegate any obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, no such consent shall be required for any such assignment or delegation (i) with respect to bluebird, to a Subsidiary of bluebird (so long as such Subsidiary remains a Subsidiary of bluebird), (ii) with respect to 2seventy, to a Subsidiary of 2seventy (so long as such Subsidiary remains a Subsidiary of 2seventy) or (iii) to a *bona fide* Third Party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a Party so long as the resulting, surviving or transferee entity

assumes all the obligations of the assigning Party by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the non-assigning Party; provided,

however, that in the case of each of the preceding clauses (i) and (ii), no assignment permitted by this Section 7.3 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

7.4 **Successors and Assigns.** The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors (whether by merger, acquisition of assets or otherwise) and permitted assigns.

7.5 **Payment Terms.**

(a) Any amount to be paid or reimbursed by a Party to the other Party under this Agreement shall be paid or reimbursed hereunder within sixty (60) days after presentation of an invoice or a written demand therefor, in either case setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within sixty (60) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to the Prime Rate, from time to time in effect, plus two percent (2%), calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

(c) Without the consent of the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by either bluebird or 2seventy under this Agreement shall be made in U.S. dollars.

7.6 **Subsidiaries.** Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at or after the Effective Date in each case to the extent such Subsidiary remains a Subsidiary of the applicable Party.

7.7 **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and shall not be deemed to confer upon any Person other than the Parties any remedy, claim, liability, reimbursement, cause of Action or other right beyond any that exist without reference to this Agreement.

7.8 **Titles and Headings.** Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

7.9 **Governing Law.** This Agreement will be governed by, construed and interpreted in accordance with the Laws of the State of Delaware, without reference to principles of conflicts

of Laws. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any

Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties under or related to this Agreement or any of the transactions contemplated hereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument.

7.10 **Severability.** In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

7.11 **Interpretation.** The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

7.12 **No Duplication; No Double Recovery.** Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

7.13 **No Waiver.** No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

BLUEBIRD BIO, INC.

By: /s/ Andrew Obenshain

Name: Andrew Obenshain

Title: President, Severe Genetic Diseases

2SEVENTY BIO INC.

By: /s/ Nick Leschly

Name: Nick Leschly

Title: President

TRANSITION SERVICES AGREEMENT

by and between

BLUEBIRD BIO, INC.

and

2SEVENTY BIO, INC.

Dated as of November 3, 2021

**TRANSITION SERVICES AGREEMENT
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TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this “Agreement”), dated as of November 3, 2021 (the “Effective Date”), is entered into by and between bluebird bio, Inc. (“bluebird”), a Delaware corporation, and 2seventy bio, Inc. (“2seventy”), a Delaware corporation. “Party” or “Parties” means bluebird or 2seventy, individually or collectively, as the case may be. Capitalized terms used and not defined herein shall have the meaning set forth in the Separation Agreement between the Parties, dated as of November 3, 2021 (the “Separation Agreement”).

W I T N E S S E T H:

WHEREAS, in conjunction with the Separation Agreement and the consummation of the transactions contemplated thereby, 2seventy desires to obtain certain transition services from bluebird, and bluebird is willing to provide such services to 2seventy on the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties acknowledge that the efficient and effective transition of certain services under this Agreement in a manner that permits the successful operations of each Party following the Separation is a priority to the stockholders of each Party.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 General. As used herein, the following terms have the following meanings:

- (1) “2seventy Intellectual Property Rights” shall have the meaning set forth in Section 2.11(a).
- (2) “Additional Service” shall have the meaning set forth in Section 2.6.
- (3) “Dispute Notice” shall have the meaning set forth in Section 7.1.
- (4) “Disputes” shall have the meaning set forth in Section 7.1.
- (5) “Expenses” shall have the meaning set forth in Section 3.2.
- (6) “Fees” shall have the meaning set forth in Section 3.1.

- (7) “Force Majeure” shall have the meaning set forth in Section 10.6(a).
- (8) “Information System Additions” shall have the meaning set forth in Section 2.3(b).
- (9) “Intellectual Property Rights” shall have the meaning set forth in Section 2.11(a).
- (10) “IT Acceptable Use Policy” shall have the meaning set forth in Section 2.3(a).
- (11) “Migration Plan” shall have the meaning set forth in Section 2.12.
- (12) “Omitted Service” shall have the meaning set forth in Section 2.5.
- (13) “One-Time Costs” shall have the meaning set forth in Section 3.1.
- (14) “Prior Period” shall have the meaning set forth in Section 2.2.
- (15) “Provider Third Party Contracts” shall have the meaning set forth in Section 6.3.
- (16) “Quarterly Statement” shall have the meaning set forth in Section 3.3.
- (17) “Service Coordinator” shall have the meaning set forth in Section 4.2.

(18) “Service Provider” means, as the context may require, bluebird or, if not bluebird, the Person providing the Services on behalf of bluebird, including any of its Affiliates (it being agreed and understood that, for purposes of this Agreement, bluebird shall cause each such Person to comply with the provisions of this Agreement applicable to such Person in such Person’s capacity as a “Service Provider”).

(19) “Services” means (a) all of the services to be provided by or on behalf of a Service Provider under this Agreement, each as described on a Transition Service Schedule as such Transition Service Schedule may be updated and supplemented from time to time in accordance with the provisions of this Agreement, (b) any Omitted Services and (c) any Additional Services. “Service” means each such service.

(20) “Term” means the period commencing upon the Distribution Effective Time and ending, subject to Section 6.1, upon the earlier of (i) the expiration of all Services set forth in the Transition Service Schedules and (ii) the second (2nd) anniversary of the Distribution Date.

(21) “Third Party” means any person or entity other than bluebird, 2seventy or their Affiliates.

(22) “Third Party Costs” means the price paid by bluebird or its Affiliates to a Third Party (not in its capacity as a Service Provider) for all applicable Services provided by such Third Party to bluebird or its Affiliates that are directly allocable to the provision of Services hereunder. For clarity, there shall be no mark-up added to Third Party Costs under this Agreement, unless such mark-up was actually paid by bluebird or its Affiliates to a Third Party.

(23) “Transition Committee” shall have the meaning set forth in Section 4.1.

(24) “Transition Service Schedule” means a transition service schedule in the form attached hereto as Schedule 1.1, as mutually agreed upon by the Parties with respect to each Service to be provided hereunder.

(25) “VAT” shall have the meaning set forth in Section 3.6.

ARTICLE II

SERVICES

Section 2.1 General. During the Term, subject to Section 2.2, bluebird shall (and shall cause each Service Provider providing Services to) provide to 2seventy and, to the extent directed by 2seventy, its Affiliates, the Services, in each case subject to the terms and conditions set forth herein and on the applicable Transition Service Schedule. Notwithstanding anything to the contrary herein, a Service Provider shall not be required to perform or cause to be performed any of the Services for the benefit of any Person other than 2seventy and its Affiliates. The Parties agree to negotiate in good faith any proposed changes to the Services, including pricing related thereto, during the Term. Such proposed changes will become effective only upon mutual agreement of the Parties as reflected in a Transition Service Schedule. If there is any inconsistency between the terms of a Transition Service Schedule and the terms of this Agreement, the terms of this Agreement will govern. The Parties acknowledge and agree that the Services are generally intended to facilitate the transactions contemplated by the Separation Agreement, and, to the extent Services described in any Transition Service Schedule are general in nature, are solely intended to support the continued operation of the Oncology Business.

Section 2.2 Standard for Services. bluebird shall use commercially reasonable efforts to provide, or cause to be provided, to 2seventy the Services in accordance with the terms and conditions of this Agreement. bluebird shall provide, or cause to be provided, the Services in a manner (i) in compliance in all material respects with all applicable Laws and (ii) generally consistent with the provision of the Services to the Oncology Business during the twelve (12) months immediately prior to the date hereof (the “Prior Period”); provided that if a Service Provider has not previously provided a Service to another Person, the Service Provider shall provide such Service in a manner generally consistent with the provision of similar services

provided to its Affiliates or businesses. To the extent a more specific standard of care is specified in a Transition Service Schedule with respect to any Service, a Service Provider shall use its commercially reasonable efforts to comply with such more specific standard. It is the Parties' shared objective to transition responsibility for the performance of all Services from Service Provider to 2seventy and its Affiliates in a manner that minimizes, to the extent reasonably possible, disruption to the business operations of the Service Providers and their Affiliates and the business operations of 2seventy and its Affiliates.

Notwithstanding any provision of this Agreement or the Separation Agreement to the contrary, no Service Provider shall be required to (a) perform any Service in any manner that violates or contravenes any restrictions imposed on the Service Provider by applicable Law, (b) perform any Service in any manner that breaches or contravenes any contractual obligations owed by the Service Provider to any Third Party(ies) or (c) perform any Service to the extent that the conduct of such would, in the good faith belief of such Service Provider, infringe, violate or misappropriate intellectual property rights of any Third Party.

Notwithstanding any provision of this Agreement to the contrary, but without limiting a Service Provider's obligations under Section 2.1 or this Section 2.2, in no event shall bluebird or any of its Affiliates be: (i) obligated to make any specific employment decisions in terms of hiring, retaining or terminating employees; (ii) obligated to enter into retention agreements with employees or otherwise provide any incentive beyond payment of regular salary and benefits; (iii) prevented from transferring after the Distribution Effective Time any employees who were supporting the Oncology Business as of the Distribution Effective Time to support other products for bluebird or its Affiliates or to assume other roles with bluebird or its Affiliates to the extent such employees are not required to provide Services; (iv) prevented from determining, in its sole discretion, the individual employees or contractors who provide Services or from terminating or otherwise disciplining employees; (v) obligated to purchase, lease or license any additional equipment or software, except as specifically provided for in a Transition Service Schedule; or (vi) obligated to create or supply any documentation or information not currently existing or reasonably available, except as specifically provided for in a Transition Service Schedule.

Section 2.3 Protection of bluebird Information Systems.

(a) In providing information technology Services to 2seventy, bluebird shall have the right to implement reasonable processes from time to time under which there will be no greater threat to bluebird's information technology operating environment than would exist in the absence of the provision of such Services. Without limiting the foregoing, 2seventy shall, and shall cause each of its employees with access to bluebird's information technology operating environment to, comply with the terms and conditions of the applicable bluebird policy set forth in Schedule 2.3 hereunder as may be amended from time to time upon written notice by bluebird

to 2seventy (such policy, the “IT Acceptable Use Policy”), and with the terms of any bluebird restrictive covenant agreement, except as expressly waived by bluebird.

(b) If, in connection with the provision of any Services under this Agreement, it is reasonably necessary for bluebird to implement any information technology connections, firewalls or the like (“Information System Additions”) specifically in connection with the provision of such Services and that would not have otherwise been implemented in the absence of the provision of the Services, the costs of implementing such Information System Additions shall be borne by 2seventy, unless specifically provided otherwise in a Transition Service Schedule or otherwise agreed to in writing by bluebird.

Section 2.4 Transitional Nature of the Services; Changes.

(a) 2seventy understands that the Services provided hereunder are transitional in nature and are furnished by the Service Providers as an accommodation and for the purpose of facilitating the transactions contemplated by the Separation Agreement. Each of the Parties agrees to cooperate in good faith and use, and shall cause its Affiliates to use, commercially reasonable efforts to effect a smooth transition from the Services as provided by the Service Provider to services performed by 2seventy or furnished by another party as soon as practically possible, but in no case later than the expiration of the Term. 2seventy further understands that the Service Providers are not in the business of providing Services to Third Parties and shall not provide Services beyond the Term.

(b) 2seventy acknowledges and agrees that bluebird or its Affiliates may make changes from time to time in the manner of performing the Services if bluebird or its Affiliates: (i) are making similar changes in the performance of similar services for itself or their own Affiliates; (ii) furnish to 2seventy notice with respect to such changes, and if applicable, substantially the same notice (in content and timing) as bluebird or its Affiliates shall furnish to their own Affiliates with respect to such changes; and (iii) considers in good faith any reasonable concerns of 2seventy provided in writing related to implementing any such changes.

Section 2.5 Omitted Services. If, during the sixty (60) day period immediately following the date of this Agreement, either Party identifies a service that was provided in connection with the Oncology Business (other than those services expressly excluded hereunder) during the Prior Period, or which are reasonably anticipated as of the date hereof to be necessary to continue to support the Oncology Business during the Term, but such services were inadvertently omitted from the Transition Service Schedules (each, to the extent included in the Services pursuant to this Section, an “Omitted Service”) and notifies the other Party thereof, then the Parties shall enter into good faith discussions as to whether such Omitted Service should be added as a Service hereunder, taking into account considerations such as whether the provision

of such Service would be commercially reasonable from Service Provider's perspective and whether the Omitted Service can be obtained from a provider other than the Service Provider at comparable or lower expense. If the Parties determine that an Omitted Service will be provided under this Agreement, then the Parties shall cooperate in preparing a Transition Service Schedule to add such Omitted Service as a Service; provided that, notwithstanding anything to the contrary in this Agreement, Service Provider shall not be obligated to provide any Omitted Service if it does not, in its reasonable judgment, have adequate resources to provide such Omitted Service or if the provision of such Omitted Service would significantly disrupt the operation of its business. In the event that the Parties agree that a Service Provider should provide any such Omitted Service, the Parties shall execute a Transition Service Schedule for such Omitted Service that will set forth, among other things, (a) the time period during which such Omitted Service will be provided, (b) a description of such Omitted Service in reasonable detail, (c) primary points of contact for each of the Parties with respect to the Service, (d) any costs related to such Omitted Service and agreed upon by the Parties, and (e) any additional terms and conditions specific to such Omitted Service. A Service Provider's obligations with respect to providing any such Omitted Service shall become effective only upon mutual agreement of the Parties as reflected in such Transition Service Schedule. Notwithstanding the foregoing, the time period for any such Omitted Service will expire not later than the expiration of the Term as calculated prior to the addition of such Omitted Service unless the Parties mutually agree otherwise.

Section 2.6 Additional Services. The Parties hereto acknowledge that the Transition Service Schedules might not identify all of the Services that, although not provided in connection with the Oncology Business during the Prior Period, may be necessary or appropriate to effect the understanding set forth in this Agreement. ²seventy may request such additional Services from a Service Provider (each, to the extent included in the Services pursuant to this Section 2.6, an "Additional Service") in writing during the Term. A Service Provider shall consider any such request for Additional Services promptly and in good faith, except to the extent such request is for Omitted Services (in which case Section 2.5 shall govern) or for services intentionally not included by mutual agreement of the Parties as part of the Services as of the Effective Date. In the event that the Parties agree that a Service Provider should provide any such Additional Service, the Parties shall execute a Transition Service Schedule that will set forth, among other things, (a) the time period during which such Additional Service will be provided, (b) a description of such Additional Service in reasonable detail, (c) primary points of contact for each of the Parties with respect to the Service, (d) any costs related to such Additional Service and agreed upon by the Parties, and (e) any additional terms and conditions specific to such Additional Service. A Service Provider's obligations with respect to providing any such Additional Service will become effective only upon mutual agreement of the Parties as reflected in such Transition Service Schedule. Notwithstanding the foregoing, the time period for any

such Additional Service will expire not later than the expiration of the Term as calculated prior to the addition of such Additional Service unless the Parties mutually agree otherwise.

Section 2.7 Use of Third Parties. 2seventy understands that certain Services may be provided to it by a Service Provider pursuant to agreements between the Service Provider and various Third Parties. To the extent not prohibited by a Third Party and with 2seventy's consent (not to be unreasonably withheld, conditioned or delayed), the Service Provider shall coordinate the provision of Services by the Third Party to 2seventy, and 2seventy shall reasonably cooperate with any Third Party providing Services on behalf of the Service Provider in order to facilitate the provision and receipt of such Services.

Section 2.8 Cooperation. 2seventy and its Affiliates who are recipients of the Services shall reasonably cooperate with each Service Provider in order to facilitate the provision and receipt of the Services. 2seventy acknowledges that such Services are dependent on such reasonable cooperation, and that its or its Affiliates' failure to so cooperate, if not reasonable, will relieve the Service Provider of its obligation to provide the related Services to the extent such failure renders such provision impractical or impossible. 2seventy and its Affiliates who are recipients of the Services shall comply in all material respects with all applicable policies and procedures of the Service Provider.

Section 2.9 Location of Services Provided; Access. Each Service Provider shall provide the Services to 2seventy from locations of the Service Provider's choice in its sole discretion unless Services are required to be performed at a specific location identified in a Transition Service Schedule. Certain key personnel of the Service Providers who are expected to be utilized to perform Services may be required to travel to the offices of 2seventy or between Service Provider locations. Each Party shall allow the other Party and its Affiliates and Representatives reasonable access to the facilities of such Party and its Affiliates that is necessary for each Service Provider to provide Services or for 2seventy and its Affiliates to receive the Services in accordance with this Agreement, subject to applicable confidentiality and non-use restrictions consistent with those set forth in this Agreement. Each Party agrees that all of its and its Affiliates' employees shall, and that it shall use commercially reasonable efforts to cause its Representatives' employees to, when on the property of the other Party or any of its Affiliates, or when given access to any facilities, information, systems, infrastructure or personnel of the other Party or any of its Affiliates, conform to the policies and procedures of such other Party and any of its Affiliates, as applicable, concerning health, safety, conduct and security which are made known to the Party receiving such access from time to time.

Section 2.10 Performance. Any Party may cause any of its Subsidiaries to perform any or all of its obligations hereunder, and may designate any of its Subsidiaries to receive any of its entitlements hereunder. Each of the Parties shall cause to be performed, and hereby guarantees

the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at or after the Distribution Effective Time, in each case to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 2.11 Intellectual Property.

(a) Neither Party will gain, by virtue of this Agreement, any rights of ownership or use of copyrights, patents, trade secrets, trademarks, know-how or any other intellectual property rights (“Intellectual Property Rights”) owned by the other Party or its Affiliates as of the Effective Date or that arise other than in the course of the performance of the Services. To the extent any Intellectual Property Rights are developed by bluebird or its Affiliates in the course of the performance of the Services that relate exclusively to the 2seventy Product Candidates or the Oncology Business (the “2seventy Intellectual Property Rights”), all right, title and interest in and to any such Intellectual Property Rights will be the sole and exclusive property of 2seventy, and bluebird shall (and shall cause its Affiliates to) assign, and does hereby assign, to 2seventy all right, title and interest in and to any such 2seventy Intellectual Property Rights. Except as expressly specified in the foregoing, as between the Parties, all right, title and interest in any Intellectual Property Rights developed by or on behalf of bluebird in the course of providing the Services will be owned by bluebird. To the extent that bluebird performs any Services through any Affiliate or subcontractor, bluebird shall obligate such Affiliate or such subcontractor to assign to 2seventy all 2seventy Intellectual Property Rights, and bluebird shall not utilize any such Affiliate or subcontractor in the performance of such Services unless such Affiliate or subcontractor is so obligated.

(b) Solely for and with respect to the performance of Services and other activities under this Agreement during the Term, 2seventy (on behalf of itself and its Affiliates) hereby grants to each Service Provider a non-exclusive, royalty-free, non-transferable license and right of reference, with the right to grant further licenses and rights of reference, to all intellectual property, regulatory submissions and approvals, and records included within the 2seventy Product Candidates that are necessary to perform the Services solely to perform such Services and other obligations of bluebird or a Service Provider under this Agreement.

Section 2.12 Migration Plan. The plan for the migration of Services from bluebird to 2seventy will be as set forth in the applicable Transition Service Schedules (collectively, the “Migration Plan”). During the Term, the Parties shall use commercially reasonable efforts to perform their respective obligations under the Migration Plan.

Section 2.13 Insurance. Each Party hereto shall, throughout the term of this Agreement, carry appropriate insurance with a reputable insurance company covering property

damage, business interruptions, automobile and general liability insurance (including contractual liability) to protect its own business and property interests; provided that each Party shall be permitted to reasonably self-insure against the liabilities specified in Article VIII.

ARTICLE III **FEES AND PAYMENT**

Section 3.1 Fees. The fees payable hereunder for a Service (the "Fees") shall be set forth in the applicable Transition Service Schedule. 2seventy shall also pay the Service Provider for all of the reasonable, documented one-time costs and expenses, if any, incurred by the Service Provider in order to enable the Service Provider to provide and to terminate Services as contemplated hereby, including costs for adapting the Service Provider's systems to be able to interface with 2seventy's systems for provision of the Services, if reasonably required (the "One-Time Costs"); provided, however, that bluebird shall not incur any One-Time Cost (on an event-by-event basis) over five thousand dollars (\$5,000) that is not specifically identified in a Transition Service Schedule without 2seventy's prior written consent, not to be unreasonably withheld, conditioned or delayed. The Parties agree that they have used reasonable good faith efforts to identify One-Time Costs in excess of five thousand dollars (\$5,000) on the Transition Service Schedules as of the Distribution Effective Time and, in the event that 2seventy declines to consent to any One-Time Cost for a Service pursuant to this Section 3.1, Service Provider shall not be required under this Agreement to perform such Service to the extent such Service cannot be performed without payment of such One-Time Cost.

Section 3.2 Expense. The Fees are exclusive of expenses related to travel (including long-distance and local transportation, accommodation and meal expenses and other incidental expenses) by the Service Provider's personnel or any subcontractor in connection with performing the Services. All of the costs and expenses described in this Section 3.2 and any other out-of-pocket expenses set forth on the Transition Service Schedule for a particular Service (collectively, "Expenses") will be charged by the Service Provider to the recipient of such Service on a pass-through basis. For the avoidance of doubt, the Expenses described in this Section 3.2 will be consistent with the Service Provider's general approach with respect to such types of costs and expenses; provided that, with respect to any Service, the recipient of such Service's prior written approval will be required to the extent that Expenses exceed fifteen percent (15%) of the Fees paid and payable to the Service Provider for such Service in any calendar quarter. For clarity, there shall be no mark-up added to Expenses under this Agreement, unless such mark-up was actually paid by the Service Provider's personnel or subcontractor.

Section 3.3 Quarterly Statements. bluebird will furnish 2seventy with a preliminary statement within five (5) Business Days after the close of each calendar quarter and a final statement within ten (10) Business Days after the close of each calendar quarter, each such

statement to be in the form attached as Schedule 3.3 (each, a “Quarterly Statement”), which Quarterly Statement shall reflect bluebird’s good faith estimate of, on a Service-by-Service basis: (a) the Fees payable for the Services provided by the Service Provider to 2seventy for the preceding calendar quarter; (b) any Expenses payable for the preceding calendar quarter; and (c) any One-Time Costs payable for the preceding calendar quarter, in each case as incurred in accordance with this Agreement.

Section 3.4 Invoice. Not later than twenty (20) days after the last day of each calendar quarter (or, if the Term ends during a calendar quarter, the last day of the Term), bluebird shall provide to 2seventy an invoice for the preceding calendar quarter, which will list (a) the Services provided by the Service Provider to 2seventy for the preceding calendar quarter, (b) the Fees payable for such Services (and reasonable documentation supporting such Fees, to the extent requested by 2seventy) for the preceding calendar quarter, (c) any Expenses (and reasonable documentation supporting such Expenses, to the extent requested by 2seventy) for the preceding calendar quarter, and (d) any One-Time Costs (and reasonable documentation supporting such costs and expenses, to the extent requested by 2seventy) for the preceding calendar quarter, in each case as incurred in accordance with this Agreement. 2seventy shall pay the amount stated in such invoices in full within thirty (30) days of the issuance of the invoices (or, if such date is not a Business Day, then on the immediately succeeding Business Day) to an account designated by bluebird, except to the extent such amount is the subject of a good faith dispute by 2seventy as notified in writing to bluebird.

Section 3.5 Late Payments. Without prejudice to the Service Provider’s other rights and remedies, any amount not paid when due pursuant to this Agreement shall bear interest at a rate per annum equal to the Prime Rate, from time to time in effect, plus two percent (2%), calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment. Notwithstanding the foregoing, if a Party contests any amounts due hereunder in good faith and promptly notifies the other Party of such dispute, interest will not accrue as to amounts being so contested until and unless the dispute is resolved in the payee Party’s favor.

Section 3.6 Taxes. 2seventy shall make all payments to a Service Provider for any Service without deduction or withholding for taxes including income tax withholding, Value Added Tax (“VAT”), duties, sales tax or a similar tax except to the extent any such deduction or withholding is required by the tax laws of any federal, state, provincial or foreign government. In the event a deduction or withholding for taxes is applicable, 2seventy shall submit such deduction or withholding for taxes to the appropriate Governmental Entity and shall provide a tax certificate to Service Provider. In the event VAT or sales tax applies to the services provided, a Service Provider shall invoice such tax to 2seventy, as a reimbursable expense, and a Service Provider shall remit such tax to the relevant Governmental Entity. Service Provider and

2seventy shall mutually cooperate to minimize any amount of tax assessed in respect of the performance of Services hereunder or as a deduction or withholding of taxes, including through the prompt completion and filing of any relevant tax forms with the relevant tax authorities.

Section 3.7 Books and Records. Each Service Provider shall maintain complete and accurate books of account as necessary to support calculations of the Services rendered by it and related Fees, Expenses and One-Time Costs, and shall make such books available to 2seventy, upon reasonable notice, during normal business hours; provided, however, that to the extent such books contain information relating to any other aspect of the Service Provider's business, the Parties shall negotiate a procedure to provide 2seventy with necessary access while preserving the confidentiality of such other records.

Section 3.8 No Right to Set-Off. Each Party hereto acknowledges and agrees that it shall not be permitted to set-off any amount owed by such Party pursuant to this Agreement against any amount or obligation owed to such Party or an Affiliate hereunder or pursuant to the Separation Agreement or any other Ancillary Agreement.

ARTICLE IV **SERVICE MANAGEMENT**

Section 4.1 Transition Committee. bluebird and 2seventy shall establish a transition committee that shall consist of an equal number of employees from each Party to have overall responsibility for managing and coordinating the delivery of Services in accordance with this Agreement (the "Transition Committee"). The initial members of the Transition Committee as of the Distribution Effective Time are identified on Schedule 4.1 hereto. The Transition Committee shall meet at least monthly at a mutually agreed time and location to review the status of the Services and discuss progress and strategy with respect to the Migration Plan. In addition, any member of the Transition Committee may request a meeting at any time, and such members of the Transition Committee shall use their commercially reasonable efforts to schedule and attend such meeting.

Section 4.2 Service Coordinators. Each Party has designated an employee or title as the key contact for the day-to-day implementation or monitoring of each Service as specified in the applicable Transition Service Schedule (each, a "Service Coordinator"). The Parties shall direct communications relating to specific Services to the applicable Service Coordinators. The Service Coordinators shall report to the Transition Committee from time to time, as directed by the members of the Transition Committee designated by the applicable Party.

ARTICLE V
SUB-CONTRACTING; THIRD PARTY AGREEMENTS

Section 5.1 Sub-Contractors. Upon 2seventy's consent, not to be unreasonably withheld, conditioned or delayed, a Service Provider may delegate or sub-contract its duties under this Agreement to a qualified Third Party; provided that, notwithstanding such delegation or sub-contracting, the Service Provider will remain liable for the performance of its duties hereunder and shall ensure and guaranty that any Services provided by a subcontractor shall meet Service Provider's obligations set forth in Section 2.2(i) and (ii). In the event any such consent is not granted, Service Provider shall not have any liability resulting from any delay in providing any such Service. For the avoidance of doubt, Service Provider will not be liable with respect to any agreement entered into directly by 2seventy (or its Affiliates) and a subcontractor, other than as mutually agreed in writing by the Parties hereto.

Section 5.2 Third Party Agreements. 2seventy acknowledges that the Services that were provided through Third Parties prior to the date hereof are subject to the terms and conditions of any applicable agreements between the Service Provider and such Third Parties, and 2seventy agrees to comply with such terms and conditions to the extent applicable to 2seventy and necessary for purposes of receiving such Services by 2seventy. For any Service to be delegated to a Third Party after the date hereof, and so long as any such Service is provided solely to 2seventy and not to a Service Provider or any Affiliates of Service Provider, the Service Provider shall provide 2seventy with a copy of any agreement contemplated to be entered into with such Third Party in relation to such Service and, as set forth in Section 5.1, seek 2seventy's consent to such delegation, which consent may not be unreasonably withheld, conditioned or delayed.

Section 5.3 Consents. Notwithstanding anything to the contrary contained herein, each Service Provider shall use commercially reasonable efforts to obtain all consents from vendors that are necessary in order to provide any of the Services to 2seventy under this Agreement; provided, however, that a Service Provider will not be required to pay any out-of-pocket fees to any vendor in order to obtain such consent, but will, instead, request that 2seventy pay such out-of-pocket fees. In the event that a Service Provider is unable to obtain any such consent, bluebird's sole liability and obligation and 2seventy's sole remedy will be to require the Parties hereto to work together to agree upon a commercially reasonable alternative arrangement, which may include identification of alternate resources and equivalent services from such alternative resources on commercially reasonable terms. Any costs specified in the second sentence of Section 3.1 and any actual out-of-pocket fees levied on a Service Provider (a) in connection with its efforts to obtain and implement such consents and (b) in connection with the implementation of any such commercially reasonable alternative arrangement, will be borne by

2seventy. For the avoidance of doubt, any costs incurred by a Service Provider in connection with obtaining consents prior to the Distribution Effective Time will be borne by bluebird.

ARTICLE VI
TERM AND TERMINATION AND EFFECTS OF TERMINATION

Section 6.1 Termination. Except as otherwise provided herein or unless otherwise agreed in writing by the Parties hereto, a Service Provider's obligation to provide or procure, and 2seventy's obligation to purchase, each Service shall cease as of the end of the term specified for such Service in the applicable Transition Service Schedule, and the Agreement will terminate in its entirety at the end of the Term; provided that (a) this Agreement may be extended, with respect to one or more Services, by mutual written agreement of the Parties, consent to which extension shall be in each Party's absolute discretion; provided that such extension shall be limited to one period of up to six (6) months following the initial term of the Service and (b) in the event that a Service shall not have been transitioned to 2seventy solely as a result of a material breach by bluebird of its obligations under this Agreement, the term for such Service will be extended solely for such period as shall be necessary for bluebird to cure such material breach; provided that the breach is curable with the use of commercially reasonable efforts and is not related to a Service that could reasonably be obtained or performed by 2seventy itself.

Section 6.2 Termination for Breach. In the event that a Party hereto commits a material breach with respect to any of the Services, the other Party may terminate this Agreement with respect to such Service only, unless such breach is cured not later than thirty (30) days after receipt by the breaching Party of written notice of such breach.

Section 6.3 Early Termination of a Service. Subject to the restrictions set forth herein, if 2seventy should wish to terminate a Service (in whole, but not in part), 2seventy shall provide written notice to the Service Provider not later than thirty (30) days prior to the requested termination date for such Service; provided, however, that no such notice of termination may be delivered to the Service Provider during the thirty (30) day period immediately following the date hereof. Notwithstanding the foregoing provisions, the Parties hereto acknowledge and agree that, in certain instances, terminating certain Services may require time periods longer than the thirty (30) day period specified in this Section 6.3. In any such event, the Parties agree to negotiate in good faith a longer period of time for any and all such transfers following the termination notice. 2seventy will remain liable for any Fees or other amounts payable hereunder in connection with the terminated Service(s) incurred prior to the effective date of termination of such Service(s), including in the event that such terminated Services contemplated a deliverable that was not provided due to such early termination. 2seventy acknowledges and agrees that (a) Services provided by Third Parties may be subject to term-limited licenses and contracts between a Service Provider and applicable Third Parties (collectively, "Provider Third Party).

Contracts”), (b) the renewal periods under the Provider Third Party Contracts may be for fixed periods and (c) a Service Provider may not have the right to renew certain Provider Third Party Contracts. As a result, 2seventy agrees that (i) if Service Provider is required to extend any Provider Third Party Contract in order to continue to provide any Service during the Term, then Service Provider shall notify 2seventy and, if 2seventy informs Service Provider within twenty (20) days of such notice that it wishes to continue to receive such Service, then 2seventy shall be required to pay Service Provider the amount of any renewal fees or purchase commitments applicable to the relevant Service for the fixed renewal period specified in the applicable Provider Third Party Contract, regardless of whether the Term or Service Provider’s provision of the relevant Service ends prior to the end of the relevant renewal period (provided that the Service Provider has used commercially reasonable efforts to negotiate a shorter period coterminous with the provision of the relevant Service) and (ii) a Service Provider shall not be required to provide any Service to the extent it is unable to renew any applicable Provider Third Party Contract or 2seventy either informs Service Provider that it does not wish to continue to receive such Service under this Section 6.3 or does not respond to Service Provider’s notice in the applicable twenty (20) day period.

Section 6.4 Termination Upon Insolvency. Either Party may terminate this Agreement immediately in the event the other Party (a) becomes insolvent, (b) is generally unable to pay, or fails to pay, its debts as they become due, (c) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency Law, (d) makes or seeks to make a general assignment for the benefit of its creditors, or (e) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

Section 6.5 Accrued Rights. Termination or expiration of this Agreement for any reason will be without prejudice to any rights that have accrued to the benefit of a Party prior to such termination or expiration. Such termination or expiration will not relieve a Party from obligations that are expressly indicated to survive the termination or expiration of this Agreement.

Section 6.6 Effect of Termination. Not later than thirty (30) days following the date it receives a final invoice from a Service Provider following termination or expiration of any Services or this Agreement, 2seventy shall pay to the Service Provider all remaining monies due to the Service Provider hereunder in respect of Services provided prior to such termination or expiration except for any amounts then the subject of a good faith dispute. In addition, at the end of the Term, each Party hereto shall, and shall cause any other Service Providers to, return or destroy, at the disclosing Party’s option, the Confidential Information of the disclosing Party. In the event that the disclosing Party elects destruction, the other Party shall furnish to the disclosing Party a written certificate of destruction signed by an officer of the certifying Party. Any provision which by its nature should survive, including the provisions of this Section 6.6

(Effect of Termination), Section 2.11 (Intellectual Property), Article III (Fees and Payment), Article VII (Dispute Resolution), Article VIII (Limitation of Liability; Indemnification), Article IX (Confidentiality) and Article X (Miscellaneous), shall survive the termination of this Agreement.

ARTICLE VII

DISPUTE RESOLUTION

Section 7.1 Negotiation. A Party seeking resolution of a controversy, dispute or action arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of, or in any way related to, this Agreement or the transactions contemplated hereby or thereby, including any action based on contract, tort, statute or constitution (collectively, “Disputes”) shall provide written notice of such Dispute to the other Party, specifying the terms of such Dispute in reasonable detail (“Dispute Notice”). The Transition Committee shall attempt to resolve the Dispute through good faith negotiation for a reasonable period of time; provided that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed thirty (30) days from the time of receipt by a Party of the Dispute Notice. If the Dispute has not been resolved within thirty (30) days after receipt of the Dispute Notice, the respective Chief Executive Officers or their respective designees (with full settlement authority) of bluebird and 2seventy shall meet in person (or where necessary, by phone) at a mutually acceptable time and, if applicable, place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the Dispute. Any contractual time period or deadline under this Agreement to which such Dispute relates occurring after the Dispute Notice is received shall not be deemed to have passed until such Dispute has been resolved pursuant to this Article VII.

Section 7.2 Arbitration. Any Dispute that is not resolved pursuant to Section 7.1 within thirty (30) days after receipt of a Dispute Notice shall be resolved by final and binding arbitration pursuant to the procedures set forth in Section 8.2 of the Separation Agreement.

Section 7.3 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to provide service and honor all other commitments under this Agreement during the course of a Dispute with respect to all matters not subject to such Dispute.

Section 7.4 Injunctive or Other Equity Relief. Nothing contained in this Agreement shall deny any Party the right to seek injunctive or other equitable relief in the context of a bona fide emergency or prospective irreparable harm, and such an action may be filed and maintained notwithstanding any ongoing arbitration proceeding; provided, however, that any other relief not expressly permitted under this Section 7.4 must be pursued in accordance with Section 7.2, with all remedies being cumulative to the extent allowed by applicable Law. The Parties further agree

that any action brought under this Section 7.4 shall be brought exclusively in the courts within the State of Delaware set forth in Section 10.12, and that such courts shall have personal jurisdiction over the Parties in such action.

ARTICLE VIII
LIMITATION OF LIABILITY; INDEMNIFICATION

Section 8.1 Limited Liability.

(a) The aggregate Liabilities of bluebird and its Affiliates and Representatives, collectively, under this Agreement for any act or failure to act in connection herewith (including the performance or breach of this Agreement), or from the sale, delivery, provision or use of any Services provided under or contemplated by this Agreement, whether in contract, tort (including negligence and strict liability) or otherwise, at law or equity, shall not exceed the aggregate amount paid and payable to bluebird and all other Service Providers under this Agreement.

(b) Notwithstanding anything to the contrary contained in the Separation Agreement or this Agreement, neither Party will be liable to the other Party or any of its Affiliates or Representatives, whether in contract, tort (including negligence and strict liability) or otherwise, at law or equity, for any special, indirect, incidental, punitive or consequential damages whatsoever (including lost profits or damages calculated on multiples of earnings approaches), which in any way arise out of, relate to or are a consequence of, the performance or nonperformance of this Agreement or the provision of, or failure to provide, any Services under this Agreement, regardless of whether such Party has been notified of the possibility of, or the foreseeability of, such damages.

(c) The limitations in this Section 8.1 will not apply with respect to any Liability arising out of, relating to or in connection with (i) any Third Party Claim to the extent a Party has an indemnification obligation to the other Party for such Liability under Section 8.3(a) or Section 8.3(b), (ii) any breach of Article IX or (iii) the gross negligence, willful misconduct or fraud of or by the Party to be charged.

Section 8.2 Services Provided “As-Is”. EACH SERVICE PROVIDER PROVIDES ANY AND ALL SERVICES ON AN “AS-IS” BASIS AND, EXCEPT AS SET FORTH IN SECTION 2.2, MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SERVICES PROVIDED. EACH SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS AGREEMENT.

Section 8.3 Indemnification.

(a) Subject to Section 8.1, 2seventy hereby agrees to indemnify, defend and hold harmless bluebird and its Affiliates and Representatives from and against any and all Liabilities arising from, relating to or resulting from the use of any Services provided by bluebird or any member of its Group hereunder by 2seventy or any member of its Group, except to the extent such Liabilities arise out of bluebird's or another Service Provider's (i) breach of this Agreement, (ii) violation of Laws in providing such Services, or (iii) gross negligence or willful misconduct in providing such Services.

(b) Subject to Section 8.1, bluebird hereby agrees to indemnify, defend and hold harmless 2seventy and its Affiliates and Representatives from and against any and all Liabilities arising from, relating to or resulting from the provision of any Services by bluebird or any member of its Group hereunder to 2seventy or any member of its Group, to the extent such Liabilities result from bluebird's or another Service Provider's (i) breach of this Agreement, (ii) violation of Laws in providing such Services, or (iii) gross negligence or willful misconduct in providing such Services.

(c) The provisions of Section 6.4 of the Separation Agreement shall govern claims for indemnification under this Agreement; provided that, for purposes of this Section 8.3, in the event of any conflict between the provisions of Section 6.4 of the Separation Agreement and this Article VIII, the provisions of this Agreement shall control.

(d) Indemnification pursuant to this Section 8.3 represents the Parties' sole and exclusive remedy under this Agreement; provided that, if a Service Provider commits an error with respect to, incorrectly performs or fails to perform any Service, at 2seventy's request, without prejudice to any other rights or remedies 2seventy may have, the Service Provider shall use commercially reasonable efforts to correct such error, re-perform such Service or perform such Service, as applicable, at no additional cost to 2seventy. To the extent a Service Provider is unable to provide in its entirety a Service because of a partial delay which excuses performance pursuant to Section 10.6, the Service Provider shall allocate such resources and/or products as are then currently available to it and necessary for the performance of such Service ratably between the Service Provider for its own account and 2seventy for the performance of such Services hereunder. Nothing in this Article VIII shall be deemed to eliminate or limit, in any respect, either Party's express obligation in this Agreement to pay any fees, expenses or costs in accordance with the terms of this Agreement.

ARTICLE IX
CONFIDENTIALITY

Section 9.1 Confidentiality. The provisions of Sections 7.6 and 7.9 of the Separation Agreement will apply to disclosures of information made pursuant to this Agreement *mutatis mutandis*.

ARTICLE X
MISCELLANEOUS

Section 10.1 Complete Agreement; Construction. This Agreement, including the Schedules, together with the Separation Agreement and the other Ancillary Agreements, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event and to the extent that there shall be a conflict or inconsistency between the provisions of this Agreement and any Schedule hereto, such Schedule shall control.

Section 10.2 Transaction Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the other Transaction Agreements.

Section 10.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 10.4 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or email with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.4):

To bluebird:

bluebird bio, Inc.
60 Binney Street
Cambridge, MA 02142
Attn: General Counsel
Facsimile:
Email:

To 2seventy:

2seventy bio, Inc.
60 Binney Street
Cambridge, MA 02142
Attn: General Counsel
Facsimile:
Email:

Section 10.5 Waivers. The delay or failure of either Party to exercise or enforce any of its rights under this Agreement will not constitute, or be deemed to be, a waiver of those rights, nor will any single or partial exercise of any such rights preclude any other or further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party against which it is being enforced.

Section 10.6 Force Majeure.

(a) Neither Party hereto will be liable for delay in performance (other than the payment of money) of its obligations to the extent caused by events which could not have been foreseen and are beyond the reasonable control of the Party affected (an event of "Force Majeure"), including (i) acts of God, the elements, pandemics, epidemics, explosions, accidents, landslides, lightning, earthquakes, fires, storms (including tornadoes and hurricanes or tornado and hurricane warnings), sinkholes, floods or washouts; (ii) labor shortage or trouble including strikes or injunctions (whether or not within the reasonable control of such Party and provided that the settlement of strikes and other labor disputes shall be entirely within the discretion of the Party experiencing the difficulty); (iii) inability to obtain material, equipment or transportation; (iv) national defense requirements, war, blockades, insurrections, sabotage, terrorism, riots, arrests and restraints of the government, either federal or state, civil or military (including any governmental taking by eminent domain or otherwise); or (v) any changes in applicable Law, regulation or rule or the enforcement thereof by any Governmental Entity having jurisdiction, that limits or prevents a Party from performing its obligations hereunder or any notice from any

such Governmental Entity of its intention to fine or penalize such Party or otherwise impede or limit such Party's ability to perform its obligations hereunder.

(b) Each Service Provider shall endeavor to provide to 2seventy uninterrupted Services through the Term. In the event, however, that (i) the Service Provider is wholly or partially prevented from providing a Service or Services either temporarily or permanently by reason of any Force Majeure event, or (ii) the Service Provider, in the exercise of its reasonable good faith judgment, deems it necessary to suspend delivery of a Service hereunder for purposes of inspection, maintenance, repair, replacement of equipment parts or structures, or similar activities consistent with past practices, the Service Provider shall not be obligated to deliver the affected part of such Service during such periods, and, in the case of the immediately preceding clause (ii), the Service Provider shall cooperate with 2seventy with respect to the timing of such interruption. Notices provided under this Section 10.6 shall be provided to 2seventy's designees on the Transition Committee (or other executive designated in writing by 2seventy in accordance with Article IV) and may be provided in accordance with Article IV.

Section 10.7 Assignment. Except as provided herein, neither Party may assign any rights or delegate any obligations arising under this Agreement, in whole or in part, directly or indirectly, without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), and any attempt to so assign any rights or delegate any obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, no such consent shall be required for any such assignment or delegation (i) with respect to bluebird, to a Subsidiary of bluebird (so long as such Subsidiary remains a Subsidiary of bluebird), (ii) with respect to 2seventy, to a Subsidiary of 2seventy (so long as such Subsidiary remains a Subsidiary of 2seventy) or (iii) to a *bona fide* Third Party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a Party so long as the resulting, surviving or transferee entity assumes all the obligations of the assigning Party by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the non-assigning Party; provided, however, that in the case of each of the preceding clauses (i) and (ii), no assignment permitted by this Section 10.7 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

Section 10.8 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors (whether by merger, acquisition of assets or otherwise) and permitted assigns.

Section 10.9 Third Party Beneficiaries. Except as provided in Section 8.3 with respect to Persons entitled to claim indemnification hereunder, this Agreement is solely for the benefit of the Parties and shall not be deemed to confer upon any Person other than the Parties any remedy,

claim, liability, reimbursement, cause of Action or other right beyond any that exist without reference to this Agreement.

Section 10.10 Titles and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.11 Schedules. The Schedules will be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

Section 10.12 Governing Law. This Agreement will be governed by, construed and interpreted in accordance with the Laws of the State of Delaware, without reference to principles of conflicts of Laws. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties under or related to this Agreement or any of the transactions contemplated hereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument.

Section 10.13 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 10.14 Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms "Section," "paragraph," "clause," "Exhibit" and "Schedule" are references to the Sections, paragraphs, clauses, Exhibits and Schedules of this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "\$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) unless the context requires otherwise, references to "Party" shall

mean bluebird or 2seventy, as appropriate, and references to “Parties” shall mean bluebird and 2seventy; (i) provisions shall apply, when appropriate, to successive events and transactions; (j) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (k) bluebird and 2seventy have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or burdening either party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement; and (l) a reference to any Person includes such Person’s successors and permitted assigns.

Section 10.15 No Duplication; No Double Recovery. Nothing in this Agreement, the Separation Agreement or any other Ancillary Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 10.16 Independent Contractor Status. Each Service Provider will be deemed to be an independent contractor to 2seventy. Nothing contained in this Agreement will create or be deemed to create the relationship of employer and employee between the Service Provider and 2seventy. The relationship created between the Service Provider and 2seventy pursuant to or by this Agreement is not and will not be one of partnership or joint venture. No Party to this Agreement will, by reason hereof, be deemed to be a partner or a joint venture of the other Party hereto in the conduct of their respective businesses and/or the conduct of the activities contemplated by this Agreement. Except as specifically and explicitly provided in this Agreement, and subject to and in accordance with the provisions hereof, no Party to this Agreement is now, will become, or will be deemed to be an agent or representative of the other Party. Except as herein explicitly and specifically provided, neither Party shall have any authority or authorization, of any nature whatsoever, to speak for or bind the other Party to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

BLUEBIRD BIO, INC.

By: /s/ Andrew Obenshain

Name: Andrew Obenshain

Title: President, Severe Genetic Diseases

2SEVENTY BIO INC.

By: /s/ Nick Leschly

Name: Nick Leschly

Title: President

TRANSITION SERVICES AGREEMENT

by and between

2SEVENTY BIO, INC.

and

BLUEBIRD BIO, INC.

Dated as of November 3, 2021

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TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this “Agreement”), dated as of November 3, 2021 (the “Effective Date”), is entered into by and between 2seventy bio, Inc. (“2seventy”), a Delaware corporation, and bluebird bio, Inc. (“bluebird”), a Delaware corporation. “Party” or “Parties” means 2seventy or bluebird, individually or collectively, as the case may be. Capitalized terms used and not defined herein shall have the meaning set forth in the Separation Agreement between the Parties, dated as of November 3, 2021 (the “Separation Agreement”).

WITNESSETH:

WHEREAS, in conjunction with the Separation Agreement and the consummation of the transactions contemplated thereby, bluebird desires to obtain certain transition services from 2seventy, and 2seventy is willing to provide such services to bluebird on the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties acknowledge that the efficient and effective transition of certain services under this Agreement in a manner that permits the successful operations of each Party following the Separation is a priority to the stockholders of each Party.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 General. As used herein, the following terms have the following meanings:

- (1) “bluebird Intellectual Property Rights” shall have the meaning set forth in Section 2.11(a).
- (2) “Additional Service” shall have the meaning set forth in Section 2.6.
- (3) “Dispute Notice” shall have the meaning set forth in Section 7.1.
- (4) “Disputes” shall have the meaning set forth in Section 7.1.
- (5) “Expenses” shall have the meaning set forth in Section 3.2.
- (6) “Fees” shall have the meaning set forth in Section 3.1.

- (7) “Force Majeure” shall have the meaning set forth in Section 11.6(a).
- (8) “Information System Additions” shall have the meaning set forth in Section 2.3(b).
- (9) “Intellectual Property Rights” shall have the meaning set forth in Section 2.11(a).
- (10) “IT Acceptable Use Policy” shall have the meaning set forth in Section 2.3(a).
- (11) “Migration Plan” shall have the meaning set forth in Section 2.12.
- (12) “Omitted Service” shall have the meaning set forth in Section 2.5.
- (13) “One-Time Costs” shall have the meaning set forth in Section 3.1.
- (14) “Prior Period” shall have the meaning set forth in Section 2.2.
- (15) “Provider Third Party Contracts” shall have the meaning set forth in Section 6.3.
- (16) “Quarterly Statement” shall have the meaning set forth in Section 3.3.
- (17) “Service Coordinator” shall have the meaning set forth in Section 4.2.

(18) “Service Provider” means, as the context may require, 2seventy or, if not 2seventy, the Person providing the Services on behalf of 2seventy, including any of its Affiliates (it being agreed and understood that, for purposes of this Agreement, 2seventy shall cause each such Person to comply with the provisions of this Agreement applicable to such Person in such Person’s capacity as a “Service Provider”).

(19) “Services” means (a) all of the services to be provided by or on behalf of a Service Provider under this Agreement, each as described on a Transition Service Schedule as such Transition Service Schedule may be updated and supplemented from time to time in accordance with the provisions of this Agreement, (b) any Omitted Services and (c) any Additional Services. “Service” means each such service.

- (20) “Shared Real Property” shall have the meaning set forth in Section 9.1.

(21) “Term” means the period commencing upon the Distribution Effective Time and ending, subject to Section 6.1, upon the earlier of (i) the expiration of all Services set forth in the Transition Service Schedules and (ii) the second (2nd) anniversary of the Distribution Date.

- (22) “Third Party” means any person or entity other than 2seventy, bluebird or their Affiliates.

(23) “Third Party Costs” means the price paid by 2seventy or its Affiliates to a Third Party (not in its capacity as a Service Provider) for all applicable Services provided by such Third Party to 2seventy or its Affiliates that are directly allocable to the provision of Services hereunder. For clarity, there shall be no mark-up added to Third Party Costs under this Agreement, unless such mark-up was actually paid by 2seventy or its Affiliates to a Third Party.

(24) “Transition Committee” shall have the meaning set forth in Section 4.1.

(25) “Transition Service Schedule” means a transition service schedule in the form attached hereto as Schedule 1.1, as mutually agreed upon by the Parties with respect to each Service to be provided hereunder.

(26) “VAT” shall have the meaning set forth in Section 3.6.

ARTICLE II

SERVICES

Section 2.1 General. During the Term, subject to Section 2.2, 2seventy shall (and shall cause each Service Provider providing Services to) provide to bluebird and, to the extent directed by bluebird, its Affiliates, the Services, in each case subject to the terms and conditions set forth herein and on the applicable Transition Service Schedule. Notwithstanding anything to the contrary herein, a Service Provider shall not be required to perform or cause to be performed any of the Services for the benefit of any Person other than bluebird and its Affiliates. The Parties agree to negotiate in good faith any proposed changes to the Services, including pricing related thereto, during the Term. Such proposed changes will become effective only upon mutual agreement of the Parties as reflected in a Transition Service Schedule. If there is any inconsistency between the terms of a Transition Service Schedule and the terms of this Agreement, the terms of this Agreement will govern. The Parties acknowledge and agree that the Services are generally intended to facilitate the transactions contemplated by the Separation Agreement, and, to the extent Services described in any Transition Service Schedule are general in nature, are solely intended to support the continued operation of the Severe Genetic Disease Business.

Section 2.2 Standard for Services. 2seventy shall use commercially reasonable efforts to provide, or cause to be provided, to bluebird the Services in accordance with the terms and conditions of this Agreement. 2seventy shall provide, or cause to be provided, the Services in a manner (i) in compliance in all material respects with all applicable Laws and (ii) generally consistent with the provision of the Services to the Severe Genetic Disease Business during the twelve (12) months immediately prior to the date hereof (the “Prior Period”); provided that if a Service Provider has not previously provided a Service to another Person, the Service Provider

shall provide such Service in a manner generally consistent with the provision of similar services provided to its Affiliates or businesses. To the extent a more specific standard of care is specified in a Transition Service Schedule with respect to any Service, a Service Provider shall use its commercially reasonable efforts to comply with such more specific standard. It is the Parties' shared objective to transition responsibility for the performance of all Services from Service Provider to bluebird and its Affiliates in a manner that minimizes, to the extent reasonably possible, disruption to the business operations of the Service Providers and their Affiliates and the business operations of bluebird and its Affiliates. Notwithstanding any provision of this Agreement or the Separation Agreement to the contrary, no Service Provider shall be required to (a) perform any Service in any manner that violates or contravenes any restrictions imposed on the Service Provider by applicable Law, (b) perform any Service in any manner that breaches or contravenes any contractual obligations owed by the Service Provider to any Third Party(ies) or (c) perform any Service to the extent that the conduct of such would, in the good faith belief of such Service Provider, infringe, violate or misappropriate intellectual property rights of any Third Party. Notwithstanding any provision of this Agreement to the contrary, but without limiting a Service Provider's obligations under Section 2.1 or this Section 2.2, in no event shall 2seventy or any of its Affiliates be: (i) obligated to make any specific employment decisions in terms of hiring, retaining or terminating employees; (ii) obligated to enter into retention agreements with employees or otherwise provide any incentive beyond payment of regular salary and benefits; (iii) prevented from transferring after the Distribution Effective Time any employees who were supporting the Severe Genetic Disease Business as of the Distribution Effective Time to support other products for 2seventy or its Affiliates or to assume other roles with 2seventy or its Affiliates to the extent such employees are not required to provide Services; (iv) prevented from determining, in its sole discretion, the individual employees or contractors who provide Services or from terminating or otherwise disciplining employees; (v) obligated to purchase, lease or license any additional equipment or software, except as specifically provided for in a Transition Service Schedule; or (vi) obligated to create or supply any documentation or information not currently existing or reasonably available, except as specifically provided for in a Transition Service Schedule.

Section 2.3 Protection of 2seventy Information Systems.

(a) In providing information technology Services to bluebird, 2seventy shall have the right to implement reasonable processes from time to time under which there will be no greater threat to 2seventy's information technology operating environment than would exist in the absence of the provision of such Services. Without limiting the foregoing, bluebird shall, and shall cause each of its employees with access to 2seventy's information technology operating environment to, comply with the terms and conditions of the applicable 2seventy policy set forth in Schedule 2.3 hereunder as may be amended from time to time upon written notice by 2seventy

to bluebird (such policy, the “IT Acceptable Use Policy”), and with the terms of any 2seventy restrictive covenant agreement, except as expressly waived by 2seventy.

(b) If, in connection with the provision of any Services under this Agreement, it is reasonably necessary for 2seventy to implement any information technology connections, firewalls or the like (“Information System Additions”) specifically in connection with the provision of such Services and that would not have otherwise been implemented in the absence of the provision of the Services, the costs of implementing such Information System Additions shall be borne by bluebird, unless specifically provided otherwise in a Transition Service Schedule or otherwise agreed to in writing by 2seventy.

Section 2.4 Transitional Nature of the Services; Changes.

(a) bluebird understands that the Services provided hereunder are transitional in nature and are furnished by the Service Providers as an accommodation and for the purpose of facilitating the transactions contemplated by the Separation Agreement. Each of the Parties agrees to cooperate in good faith and use, and shall cause its Affiliates to use, commercially reasonable efforts to effect a smooth transition from the Services as provided by the Service Provider to services performed by bluebird or furnished by another party as soon as practically possible, but in no case later than the expiration of the Term. bluebird further understands that the Service Providers are not in the business of providing Services to Third Parties and shall not provide Services beyond the Term.

(b) bluebird acknowledges and agrees that 2seventy or its Affiliates may make changes from time to time in the manner of performing the Services if 2seventy or its Affiliates: (i) are making similar changes in the performance of similar services for itself or their own Affiliates; (ii) furnish to bluebird notice with respect to such changes, and if applicable, substantially the same notice (in content and timing) as 2seventy or its Affiliates shall furnish to their own Affiliates with respect to such changes; and (iii) considers in good faith any reasonable concerns of bluebird provided in writing related to implementing any such changes.

Section 2.5 Omitted Services. If, during the sixty (60) day period immediately following the date of this Agreement, either Party identifies a service that was provided in connection with the Severe Genetic Disease Business (other than those services expressly excluded hereunder) during the Prior Period, or which are reasonably anticipated as of the date hereof to be necessary to continue to support the Severe Genetic Disease Business during the Term, but such services were inadvertently omitted from the Transition Service Schedules (each, to the extent included in the Services pursuant to this Section, an “Omitted Service”) and notifies the other Party thereof, then the Parties shall enter into good faith discussions as to whether such Omitted Service should be added as a Service hereunder, taking into account considerations such

as whether the provision of such Service would be commercially reasonable from Service Provider's perspective and whether the Omitted Service can be obtained from a provider other than the Service Provider at comparable or lower expense. If the Parties determine that an Omitted Service will be provided under this Agreement, then the Parties shall cooperate in preparing a Transition Service Schedule to add such Omitted Service as a Service; provided that, notwithstanding anything to the contrary in this Agreement, Service Provider shall not be obligated to provide any Omitted Service if it does not, in its reasonable judgment, have adequate resources to provide such Omitted Service or if the provision of such Omitted Service would significantly disrupt the operation of its business. In the event that the Parties agree that a Service Provider should provide any such Omitted Service, the Parties shall execute a Transition Service Schedule for such Omitted Service that will set forth, among other things, (a) the time period during which such Omitted Service will be provided, (b) a description of such Omitted Service in reasonable detail, (c) primary points of contact for each of the Parties with respect to the Service, (d) any costs related to such Omitted Service and agreed upon by the Parties, and (e) any additional terms and conditions specific to such Omitted Service. A Service Provider's obligations with respect to providing any such Omitted Service shall become effective only upon mutual agreement of the Parties as reflected in such Transition Service Schedule. Notwithstanding the foregoing, the time period for any such Omitted Service will expire not later than the expiration of the Term as calculated prior to the addition of such Omitted Service unless the Parties mutually agree otherwise.

Section 2.6 Additional Services. The Parties hereto acknowledge that the Transition Service Schedules might not identify all of the Services that, although not provided in connection with the Severe Genetic Disease Business during the Prior Period, may be necessary or appropriate to effect the understanding set forth in this Agreement. bluebird may request such additional Services from a Service Provider (each, to the extent included in the Services pursuant to this Section 2.6, an "Additional Service") in writing during the Term. A Service Provider shall consider any such request for Additional Services promptly and in good faith, except to the extent such request is for Omitted Services (in which case Section 2.5 shall govern) or for services intentionally not included by mutual agreement of the Parties as part of the Services as of the Effective Date. In the event that the Parties agree that a Service Provider should provide any such Additional Service, the Parties shall execute a Transition Service Schedule that will set forth, among other things, (a) the time period during which such Additional Service will be provided, (b) a description of such Additional Service in reasonable detail, (c) primary points of contact for each of the Parties with respect to the Service, (d) any costs related to such Additional Service and agreed upon by the Parties, and (e) any additional terms and conditions specific to such Additional Service. A Service Provider's obligations with respect to providing any such Additional Service will become effective only upon mutual agreement of the Parties as reflected in such Transition Service Schedule. Notwithstanding the foregoing, the time period for any

such Additional Service will expire not later than the expiration of the Term as calculated prior to the addition of such Additional Service unless the Parties mutually agree otherwise.

Section 2.7 Use of Third Parties. bluebird understands that certain Services may be provided to it by a Service Provider pursuant to agreements between the Service Provider and various Third Parties. To the extent not prohibited by a Third Party and with bluebird's consent (not to be unreasonably withheld, conditioned or delayed), the Service Provider shall coordinate the provision of Services by the Third Party to bluebird, and bluebird shall reasonably cooperate with any Third Party providing Services on behalf of the Service Provider in order to facilitate the provision and receipt of such Services.

Section 2.8 Cooperation. bluebird and its Affiliates who are recipients of the Services shall reasonably cooperate with each Service Provider in order to facilitate the provision and receipt of the Services. bluebird acknowledges that such Services are dependent on such reasonable cooperation, and that its or its Affiliates' failure to so cooperate, if not reasonable, will relieve the Service Provider of its obligation to provide the related Services to the extent such failure renders such provision impractical or impossible. bluebird and its Affiliates who are recipients of the Services shall comply in all material respects with all applicable policies and procedures of the Service Provider.

Section 2.9 Location of Services Provided; Access. Each Service Provider shall provide the Services to bluebird from locations of the Service Provider's choice in its sole discretion unless Services are required to be performed at a specific location identified in a Transition Service Schedule. Certain key personnel of the Service Providers who are expected to be utilized to perform Services may be required to travel to the offices of bluebird or between Service Provider locations. Each Party shall allow the other Party and its Affiliates and Representatives reasonable access to the facilities of such Party and its Affiliates that is necessary for each Service Provider to provide Services or for bluebird and its Affiliates to receive the Services in accordance with this Agreement, subject to applicable confidentiality and non-use restrictions consistent with those set forth in this Agreement. Each Party agrees that all of its and its Affiliates' employees shall, and that it shall use commercially reasonable efforts to cause its Representatives' employees to, when on the property of the other Party or any of its Affiliates, or when given access to any facilities, information, systems, infrastructure or personnel of the other Party or any of its Affiliates, conform to the policies and procedures of such other Party and any of its Affiliates, as applicable, concerning health, safety, conduct and security which are made known to the Party receiving such access from time to time.

Section 2.10 Performance. Any Party may cause any of its Subsidiaries to perform any or all of its obligations hereunder, and may designate any of its Subsidiaries to receive any of its entitlements hereunder. Each of the Parties shall cause to be performed, and hereby guarantees

the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at or after the Distribution Effective Time, in each case to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 2.11 Intellectual Property.

(a) Neither Party will gain, by virtue of this Agreement, any rights of ownership or use of copyrights, patents, trade secrets, trademarks, know-how or any other intellectual property rights (“Intellectual Property Rights”) owned by the other Party or its Affiliates as of the Effective Date or that arise other than in the course of the performance of the Services. To the extent any Intellectual Property Rights are developed by 2seventy or its Affiliates in the course of the performance of the Services that relate exclusively to the bluebird Product Candidates or the Severe Genetic Disease Business (the “bluebird Intellectual Property Rights”), all right, title and interest in and to any such Intellectual Property Rights will be the sole and exclusive property of bluebird, and 2seventy shall (and shall cause its Affiliates to) assign, and does hereby assign, to bluebird all right, title and interest in and to any such bluebird Intellectual Property Rights. Except as expressly specified in the foregoing, as between the Parties, all right, title and interest in any Intellectual Property Rights developed by or on behalf of 2seventy in the course of providing the Services will be owned by 2seventy. To the extent that 2seventy performs any Services through any Affiliate or subcontractor, 2seventy shall obligate such Affiliate or such subcontractor to assign to bluebird all bluebird Intellectual Property Rights, and 2seventy shall not utilize any such Affiliate or subcontractor in the performance of such Services unless such Affiliate or subcontractor is so obligated.

(b) Solely for and with respect to the performance of Services and other activities under this Agreement during the Term, bluebird (on behalf of itself and its Affiliates) hereby grants to each Service Provider a non-exclusive, royalty-free, non-transferable license and right of reference, with the right to grant further licenses and rights of reference, to all intellectual property, regulatory submissions and approvals, and records included within the bluebird Product Candidates that are necessary to perform the Services solely to perform such Services and other obligations of 2seventy or a Service Provider under this Agreement.

Section 2.12 Migration Plan. The plan for the migration of Services from 2seventy to bluebird will be as set forth in the applicable Transition Service Schedules (collectively, the “Migration Plan”). During the Term, the Parties shall use commercially reasonable efforts to perform their respective obligations under the Migration Plan.

Section 2.13 Insurance. Each Party hereto shall, throughout the term of this Agreement, carry appropriate insurance with a reputable insurance company covering property

damage, business interruptions, automobile and general liability insurance (including contractual liability) to protect its own business and property interests; provided that each Party shall be permitted to reasonably self-insure against the liabilities specified in Article VIII.

ARTICLE III **FEES AND PAYMENT**

Section 3.1 Fees. The fees payable hereunder for a Service (the "Fees") shall be set forth in the applicable Transition Service Schedule. bluebird shall also pay the Service Provider for all of the reasonable, documented one-time costs and expenses, if any, incurred by the Service Provider in order to enable the Service Provider to provide and to terminate Services as contemplated hereby, including costs for adapting the Service Provider's systems to be able to interface with bluebird's systems for provision of the Services, if reasonably required (the "One-Time Costs"); provided, however, that 2seventy shall not incur any One-Time Cost (on an event-by-event basis) over five thousand dollars (\$5,000) that is not specifically identified in a Transition Service Schedule without bluebird's prior written consent, not to be unreasonably withheld, conditioned or delayed. The Parties agree that they have used reasonable good faith efforts to identify One-Time Costs in excess of five thousand dollars (\$5,000) on the Transition Service Schedules as of the Distribution Effective Time and, in the event that bluebird declines to consent to any One-Time Cost for a Service pursuant to this Section 3.1, Service Provider shall not be required under this Agreement to perform such Service to the extent such Service cannot be performed without payment of such One-Time Cost.

Section 3.2 Expense. The Fees are exclusive of expenses related to travel (including long-distance and local transportation, accommodation and meal expenses and other incidental expenses) by the Service Provider's personnel or any subcontractor in connection with performing the Services. All of the costs and expenses described in this Section 3.2 and any other out-of-pocket expenses set forth on the Transition Service Schedule for a particular Service (collectively, "Expenses") will be charged by the Service Provider to the recipient of such Service on a pass-through basis. For the avoidance of doubt, the Expenses described in this Section 3.2 will be consistent with the Service Provider's general approach with respect to such types of costs and expenses; provided that, with respect to any Service, the recipient of such Service's prior written approval will be required to the extent that Expenses exceed fifteen percent (15%) of the Fees paid and payable to the Service Provider for such Service in any calendar quarter. For clarity, there shall be no mark-up added to Expenses under this Agreement, unless such mark-up was actually paid by the Service Provider's personnel or subcontractor.

Section 3.3 Quarterly Statements. 2seventy will furnish bluebird with a preliminary statement within five (5) Business Days after the close of each calendar quarter and a final statement within ten (10) Business Days after the close of each calendar quarter, each such

statement to be in the form attached as Schedule 3.3 (each, a “Quarterly Statement”), which Quarterly Statement shall reflect 2seventy’s good faith estimate of, on a Service-by-Service basis: (a) the Fees payable for the Services provided by the Service Provider to bluebird for the preceding calendar quarter; (b) any Expenses payable for the preceding calendar quarter; and (c) any One-Time Costs payable for the preceding calendar quarter, in each case as incurred in accordance with this Agreement.

Section 3.4 Invoice. Not later than twenty (20) days after the last day of each calendar quarter (or, if the Term ends during a calendar quarter, the last day of the Term), 2seventy shall provide to bluebird an invoice for the preceding calendar quarter, which will list (a) the Services provided by the Service Provider to bluebird for the preceding calendar quarter, (b) the Fees payable for such Services (and reasonable documentation supporting such Fees, to the extent requested by bluebird) for the preceding calendar quarter, (c) any Expenses (and reasonable documentation supporting such Expenses, to the extent requested by bluebird) for the preceding calendar quarter, and (d) any One-Time Costs (and reasonable documentation supporting such costs and expenses, to the extent requested by bluebird) for the preceding calendar quarter, in each case as incurred in accordance with this Agreement. bluebird shall pay the amount stated in such invoices in full within thirty (30) days of the issuance of the invoices (or, if such date is not a Business Day, then on the immediately succeeding Business Day) to an account designated by 2seventy, except to the extent such amount is the subject of a good faith dispute by bluebird as notified in writing to 2seventy.

Section 3.5 Late Payments. Without prejudice to the Service Provider’s other rights and remedies, any amount not paid when due pursuant to this Agreement shall bear interest at a rate per annum equal to the Prime Rate, from time to time in effect, plus two percent (2%), calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment. Notwithstanding the foregoing, if a Party contests any amounts due hereunder in good faith and promptly notifies the other Party of such dispute, interest will not accrue as to amounts being so contested until and unless the dispute is resolved in the payee Party’s favor.

Section 3.6 Taxes. bluebird shall make all payments to a Service Provider for any Service without deduction or withholding for taxes including income tax withholding, Value Added Tax (“VAT”), duties, sales tax or a similar tax except to the extent any such deduction or withholding is required by the tax laws of any federal, state, provincial or foreign government. In the event a deduction or withholding for taxes is applicable, bluebird shall submit such deduction or withholding for taxes to the appropriate Governmental Entity and shall provide a tax certificate to Service Provider. In the event VAT or sales tax applies to the services provided, a Service Provider shall invoice such tax to bluebird, as a reimbursable expense, and a Service Provider shall remit such tax to the relevant Governmental Entity. Service Provider and

bluebird shall mutually cooperate to minimize any amount of tax assessed in respect of the performance of Services hereunder or as a deduction or withholding of taxes, including through the prompt completion and filing of any relevant tax forms with the relevant tax authorities.

Section 3.7 Books and Records. Each Service Provider shall maintain complete and accurate books of account as necessary to support calculations of the Services rendered by it and related Fees, Expenses and One-Time Costs, and shall make such books available to bluebird, upon reasonable notice, during normal business hours; provided, however, that to the extent such books contain information relating to any other aspect of the Service Provider's business, the Parties shall negotiate a procedure to provide bluebird with necessary access while preserving the confidentiality of such other records.

Section 3.8 No Right to Set-Off. Each Party hereto acknowledges and agrees that it shall not be permitted to set-off any amount owed by such Party pursuant to this Agreement against any amount or obligation owed to such Party or an Affiliate hereunder or pursuant to the Separation Agreement or any other Ancillary Agreement.

ARTICLE IV **SERVICE MANAGEMENT**

Section 4.1 Transition Committee. Twenty and bluebird shall establish a transition committee that shall consist of an equal number of employees from each Party to have overall responsibility for managing and coordinating the delivery of Services in accordance with this Agreement (the "Transition Committee"). The initial members of the Transition Committee as of the Distribution Effective Time are identified on Schedule 4.1 hereto. The Transition Committee shall meet at least monthly at a mutually agreed time and location to review the status of the Services and discuss progress and strategy with respect to the Migration Plan. In addition, any member of the Transition Committee may request a meeting at any time, and such members of the Transition Committee shall use their commercially reasonable efforts to schedule and attend such meeting.

Section 4.2 Service Coordinators. Each Party has designated an employee or title as the key contact for the day-to-day implementation or monitoring of each Service as specified in the applicable Transition Service Schedule (each, a "Service Coordinator"). The Parties shall direct communications relating to specific Services to the applicable Service Coordinators. The Service Coordinators shall report to the Transition Committee from time to time, as directed by the members of the Transition Committee designated by the applicable Party.

ARTICLE V
SUB-CONTRACTING; THIRD PARTY AGREEMENTS

Section 5.1 Sub-Contractors. Upon bluebird's consent, not to be unreasonably withheld, conditioned or delayed, a Service Provider may delegate or sub-contract its duties under this Agreement to a qualified Third Party; provided that, notwithstanding such delegation or sub-contracting, the Service Provider will remain liable for the performance of its duties hereunder and shall ensure and guaranty that any Services provided by a subcontractor shall meet Service Provider's obligations set forth in Section 2.2(i) and (ii). In the event any such consent is not granted, Service Provider shall not have any liability resulting from any delay in providing any such Service. For the avoidance of doubt, Service Provider will not be liable with respect to any agreement entered into directly by bluebird (or its Affiliates) and a subcontractor, other than as mutually agreed in writing by the Parties hereto.

Section 5.2 Third Party Agreements. bluebird acknowledges that the Services that were provided through Third Parties prior to the date hereof are subject to the terms and conditions of any applicable agreements between the Service Provider and such Third Parties, and bluebird agrees to comply with such terms and conditions to the extent applicable to bluebird and necessary for purposes of receiving such Services by bluebird. For any Service to be delegated to a Third Party after the date hereof, and so long as any such Service is provided solely to bluebird and not to a Service Provider or any Affiliates of Service Provider, the Service Provider shall provide bluebird with a copy of any agreement contemplated to be entered into with such Third Party in relation to such Service and, as set forth in Section 5.1, seek bluebird's consent to such delegation, which consent may not be unreasonably withheld, conditioned or delayed.

Section 5.3 Consents. Notwithstanding anything to the contrary contained herein, each Service Provider shall use commercially reasonable efforts to obtain all consents from vendors that are necessary in order to provide any of the Services to bluebird under this Agreement; provided, however, that a Service Provider will not be required to pay any out-of-pocket fees to any vendor in order to obtain such consent, but will, instead, request that bluebird pay such out-of-pocket fees. In the event that a Service Provider is unable to obtain any such consent, 2seventy's sole liability and obligation and bluebird's sole remedy will be to require the Parties hereto to work together to agree upon a commercially reasonable alternative arrangement, which may include identification of alternate resources and equivalent services from such alternative resources on commercially reasonable terms. Any costs specified in the second sentence of Section 3.1 and any actual out-of-pocket fees levied on a Service Provider (a) in connection with its efforts to obtain and implement such consents and (b) in connection with the implementation of any such commercially reasonable alternative arrangement, will be borne by bluebird.

ARTICLE VI
TERM AND TERMINATION AND EFFECTS OF TERMINATION

Section 6.1 Termination. Except as otherwise provided herein or unless otherwise agreed in writing by the Parties hereto, a Service Provider's obligation to provide or procure, and bluebird's obligation to purchase, each Service shall cease as of the end of the term specified for such Service in the applicable Transition Service Schedule, and the Agreement will terminate in its entirety at the end of the Term; provided that (a) this Agreement may be extended, with respect to one or more Services, by mutual written agreement of the Parties, consent to which extension shall be in each Party's absolute discretion; provided that such extension shall be limited to one period of up to six (6) months following the initial term of the Service and (b) in the event that a Service shall not have been transitioned to bluebird solely as a result of a material breach by 2seventy of its obligations under this Agreement, the term for such Service will be extended solely for such period as shall be necessary for 2seventy to cure such material breach; provided that the breach is curable with the use of commercially reasonable efforts and is not related to a Service that could reasonably be obtained or performed by bluebird itself.

Section 6.2 Termination for Breach. In the event that a Party hereto commits a material breach with respect to any of the Services, the other Party may terminate this Agreement with respect to such Service only, unless such breach is cured not later than thirty (30) days after receipt by the breaching Party of written notice of such breach.

Section 6.3 Early Termination of a Service. Subject to the restrictions set forth herein, if bluebird should wish to terminate a Service (in whole, but not in part), bluebird shall provide written notice to the Service Provider not later than thirty (30) days prior to the requested termination date for such Service; provided, however, that no such notice of termination may be delivered to the Service Provider during the thirty (30) day period immediately following the date hereof. Notwithstanding the foregoing provisions, the Parties hereto acknowledge and agree that, in certain instances, terminating certain Services may require time periods longer than the thirty (30) day period specified in this Section 6.3. In any such event, the Parties agree to negotiate in good faith a longer period of time for any and all such transfers following the termination notice. bluebird will remain liable for any Fees or other amounts payable hereunder in connection with the terminated Service(s) incurred prior to the effective date of termination of such Service(s), including in the event that such terminated Services contemplated a deliverable that was not provided due to such early termination. bluebird acknowledges and agrees that (a) Services provided by Third Parties may be subject to term-limited licenses and contracts between a Service Provider and applicable Third Parties (collectively, "Provider Third Party Contracts"), (b) the renewal periods under the Provider Third Party Contracts may be for fixed periods and (c) a Service Provider may not have the right to renew certain Provider Third Party Contracts. As a result, bluebird agrees that (i) if Service Provider is required to extend any

Provider Third Party Contract in order to continue to provide any Service during the Term, then Service Provider shall notify bluebird and, if bluebird informs Service Provider within twenty (20) days of such notice that it wishes to continue to receive such Service, then bluebird shall be required to pay Service Provider the amount of any renewal fees or purchase commitments applicable to the relevant Service for the fixed renewal period specified in the applicable Provider Third Party Contract, regardless of whether the Term or Service Provider's provision of the relevant Service ends prior to the end of the relevant renewal period (provided that the Service Provider has used commercially reasonable efforts to negotiate a shorter period coterminous with the provision of the relevant Service) and (ii) a Service Provider shall not be required to provide any Service to the extent it is unable to renew any applicable Provider Third Party Contract or bluebird either informs Service Provider that it does not wish to continue to receive such Service under this Section 6.3 or does not respond to Service Provider's notice in the applicable twenty (20) day period.

Section 6.4 Termination Upon Insolvency. Either Party may terminate this Agreement immediately in the event the other Party (a) becomes insolvent, (b) is generally unable to pay, or fails to pay, its debts as they become due, (c) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency Law, (d) makes or seeks to make a general assignment for the benefit of its creditors, or (e) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

Section 6.5 Accrued Rights. Termination or expiration of this Agreement for any reason will be without prejudice to any rights that have accrued to the benefit of a Party prior to such termination or expiration. Such termination or expiration will not relieve a Party from obligations that are expressly indicated to survive the termination or expiration of this Agreement.

Section 6.6 Effect of Termination. Not later than thirty (30) days following the date it receives a final invoice from a Service Provider following termination or expiration of any Services or this Agreement, bluebird shall pay to the Service Provider all remaining monies due to the Service Provider hereunder in respect of Services provided prior to such termination or expiration except for any amounts then the subject of a good faith dispute. In addition, at the end of the Term, each Party hereto shall, and shall cause any other Service Providers to, return or destroy, at the disclosing Party's option, the Confidential Information of the disclosing Party. In the event that the disclosing Party elects destruction, the other Party shall furnish to the disclosing Party a written certificate of destruction signed by an officer of the certifying Party. Any provision which by its nature should survive, including the provisions of this Section 6.6 (Effect of Termination), Section 2.11 (Intellectual Property), Article III (Fees and Payment), Article VII (Dispute Resolution), Article VIII (Limitation of Liability; Indemnification), Article

X (Confidentiality), Section 9.8 (Surrender) and Article XI (Miscellaneous), shall survive the termination of this Agreement.

ARTICLE VII

DISPUTE RESOLUTION

Section 7.1 Negotiation. A Party seeking resolution of a controversy, dispute or action arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of, or in any way related to, this Agreement or the transactions contemplated hereby or thereby, including any action based on contract, tort, statute or constitution (collectively, “Disputes”) shall provide written notice of such Dispute to the other Party, specifying the terms of such Dispute in reasonable detail (“Dispute Notice”). The Transition Committee shall attempt to resolve the Dispute through good faith negotiation for a reasonable period of time; provided that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed thirty (30) days from the time of receipt by a Party of the Dispute Notice. If the Dispute has not been resolved within thirty (30) days after receipt of the Dispute Notice, the respective Chief Executive Officers or their respective designees (with full settlement authority) of 2seventy and bluebird shall meet in person (or where necessary, by phone) at a mutually acceptable time and, if applicable, place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the Dispute. Any contractual time period or deadline under this Agreement to which such Dispute relates occurring after the Dispute Notice is received shall not be deemed to have passed until such Dispute has been resolved pursuant to this Article VII.

Section 7.2 Arbitration. Any Dispute that is not resolved pursuant to Section 7.1 within thirty (30) days after receipt of a Dispute Notice shall be resolved by final and binding arbitration pursuant to the procedures set forth in Section 8.2 of the Separation Agreement.

Section 7.3 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to provide service and honor all other commitments under this Agreement during the course of a Dispute with respect to all matters not subject to such Dispute.

Section 7.4 Injunctive or Other Equity Relief. Nothing contained in this Agreement shall deny any Party the right to seek injunctive or other equitable relief in the context of a bona fide emergency or prospective irreparable harm, and such an action may be filed and maintained notwithstanding any ongoing arbitration proceeding; provided, however, that any other relief not expressly permitted under this Section 7.4 must be pursued in accordance with Section 7.2, with all remedies being cumulative to the extent allowed by applicable Law. The Parties further agree that any action brought under this Section 7.4 shall be brought exclusively in the courts within

the State of Delaware set forth in Section 11.12, and that such courts shall have personal jurisdiction over the Parties in such action.

ARTICLE VIII
LIMITATION OF LIABILITY; INDEMNIFICATION

Section 8.1 Limited Liability.

(a) The aggregate Liabilities of 2seventy and its Affiliates and Representatives, collectively, under this Agreement for any act or failure to act in connection herewith (including the performance or breach of this Agreement), or from the sale, delivery, provision or use of any Services provided under or contemplated by this Agreement, whether in contract, tort (including negligence and strict liability) or otherwise, at law or equity, shall not exceed the aggregate amount paid and payable to 2seventy and all other Service Providers under this Agreement.

(b) Notwithstanding anything to the contrary contained in the Separation Agreement or this Agreement, neither Party will be liable to the other Party or any of its Affiliates or Representatives, whether in contract, tort (including negligence and strict liability) or otherwise, at law or equity, for any special, indirect, incidental, punitive or consequential damages whatsoever (including lost profits or damages calculated on multiples of earnings approaches), which in any way arise out of, relate to or are a consequence of, the performance or nonperformance of this Agreement or the provision of, or failure to provide, any Services under this Agreement, regardless of whether such Party has been notified of the possibility of, or the foreseeability of, such damages.

(c) The limitations in this Section 8.1 will not apply with respect to any Liability arising out of, relating to or in connection with (i) any Third Party Claim to the extent a Party has an indemnification obligation to the other Party for such Liability under Section 8.3(a) or Section 8.3(b), (ii) any breach of Article X or (iii) the gross negligence, willful misconduct or fraud of or by the Party to be charged.

Section 8.2 Services Provided “As-Is”. EACH SERVICE PROVIDER PROVIDES ANY AND ALL SERVICES ON AN “AS-IS” BASIS AND, EXCEPT AS SET FORTH IN SECTION 2.2, MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SERVICES PROVIDED. EACH SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS AGREEMENT.

Section 8.3 Indemnification.

(a) Subject to Section 8.1, bluebird hereby agrees to indemnify, defend and hold harmless 2seventy and its Affiliates and Representatives from and against any and all Liabilities arising from, relating to or resulting from the use of any Services provided by 2seventy or any member of its Group hereunder by bluebird or any member of its Group, except to the extent such Liabilities arise out of 2seventy's or another Service Provider's (i) breach of this Agreement, (ii) violation of Laws in providing such Services, or (iii) gross negligence or willful misconduct in providing such Services.

(b) Subject to Section 8.1, 2seventy hereby agrees to indemnify, defend and hold harmless bluebird and its Affiliates and Representatives from and against any and all Liabilities arising from, relating to or resulting from the provision of any Services by 2seventy or any member of its Group hereunder to bluebird or any member of its Group, to the extent such Liabilities result from 2seventy's or another Service Provider's (i) breach of this Agreement, (ii) violation of Laws in providing such Services, or (iii) gross negligence or willful misconduct in providing such Services.

(c) The provisions of Section 6.4 of the Separation Agreement shall govern claims for indemnification under this Agreement; provided that, for purposes of this Section 8.3, in the event of any conflict between the provisions of Section 6.4 of the Separation Agreement and this Article VIII, the provisions of this Agreement shall control.

(d) Indemnification pursuant to this Section 8.3 represents the Parties' sole and exclusive remedy under this Agreement; provided that, if a Service Provider commits an error with respect to, incorrectly performs or fails to perform any Service, at bluebird's request, without prejudice to any other rights or remedies bluebird may have, the Service Provider shall use commercially reasonable efforts to correct such error, re-perform such Service or perform such Service, as applicable, at no additional cost to bluebird. To the extent a Service Provider is unable to provide in its entirety a Service because of a partial delay which excuses performance pursuant to Section 11.6, the Service Provider shall allocate such resources and/or products as are then currently available to it and necessary for the performance of such Service ratably between the Service Provider for its own account and bluebird for the performance of such Services hereunder. Nothing in this Article VIII shall be deemed to eliminate or limit, in any respect, either Party's express obligation in this Agreement to pay any fees, expenses or costs in accordance with the terms of this Agreement.

ARTICLE IX
REAL ESTATE

Section 9.1 Occupancy Rights. Each Service Provider set forth on Schedule 9.1, with respect to the location set forth on such Schedule opposite such Service Provider's name (each, a "Shared Real Property"), hereby grants to the bluebird Group, a limited license for reasonable use and access to the space utilized by bluebird or any member of its Group in the conduct of the Severe Genetic Disease Business as of the Distribution Date, for the sole purpose of transitioning the Severe Genetic Disease Business, as applicable, and in accordance with the terms, covenants and conditions of this Article IX. The right of members of the bluebird Group to use and access the applicable Shared Real Property shall be consistent with the use and access afforded to the Severe Genetic Disease Business as of the Distribution Date. Such rights shall include the right to use the fixtures, improvements and furnishings located within the Shared Real Property consistent with such use as of the Distribution Date.

Section 9.2 Use. The bluebird Group shall use the applicable Shared Real Property (and the furnishings contained therein) for the same purposes as such Shared Real Property is utilized as of the Distribution Date and for no other purpose. The Shared Real Property may be occupied only by the personnel of the bluebird Group reasonably required in furtherance of the activities of the Severe Genetic Disease Business. The bluebird Group shall not make any alterations, additions or improvements to the Shared Real Property.

Section 9.3 License Fee. bluebird shall pay a fee for its Shared Real Property in an amount and in the manner set forth on Schedule 9.3.

Section 9.4 License Term. The license granted under this Article III will be effective as of immediately after the Distribution and will automatically expire at the earlier of (i) the end of the period set forth on Schedule 9.4 with respect to each Shared Real Property, or (ii) the expiration date of the relevant underlying lease pertaining to each Shared Real Property (in which case 2seventy shall provide to bluebird written notice thirty (30) days prior to such expiration). The rights granted herein in favor of the bluebird Group are in the nature of a license and shall not create any leasehold or other estate or possessory rights in Shared Real Property.

Section 9.5 Access and Common Areas. Unless otherwise specified on Schedule 9.5, the bluebird Group (including its personnel) shall access the applicable Shared Real Property through existing employee entrances designated by 2seventy. Access to any other areas ("Other Areas") in, on or about the applicable Shared Real Property (including conference room(s), break area(s), restroom(s), and cafeteria(s) other than to the extent located within the Shared Real Property) shall be as otherwise designated by 2seventy in its reasonable discretion. Except as

otherwise expressly provided herein or with the prior written consent of 2seventy, the bluebird Group shall not access any other areas.

Section 9.6 Compliance with 2seventy's Policies. The bluebird Group shall comply with the Service Provider's reasonable policies and procedures, security requirements and rules and regulations with respect to the applicable Shared Real Property and its occupancy of such Shared Real Property. Such policies may be changed from time to time upon reasonable prior notice at 2seventy's sole reasonable discretion.

Section 9.7 Relocation. 2seventy shall have the right, at its cost, to relocate the bluebird Group to other area(s) of each Shared Real Property by providing bluebird with reasonable advance notice; provided that such relocation does not reduce the rights of bluebird or increase the obligations of bluebird under this Agreement or unreasonably interrupt the day-to-day operations of the Severe Genetic Disease Business.

Section 9.8 Surrender. Upon the expiration or termination of the license granted under this Article IX, bluebird shall, at its sole cost and expense, (i) remove any personal property, equipment, trade fixtures and other goods and effects of the bluebird Group, and repair any damage to the Shared Real Property resulting from such removal, and (ii) otherwise quit and deliver up the Shared Real Property peaceably and quietly and in as good order and condition as the same were in on the Distribution Date, reasonable wear and tear, damage by fire and the elements excepted. In the event that bluebird fails to repair and perform the aforementioned facilities restoration and otherwise deliver the Shared Real Property as set forth above, 2seventy or any member of its Group shall have the right to make said reasonable repairs and reasonably perform such facilities restoration, charge bluebird or any member of its Group the reasonable costs of such repairs and restoration, and bluebird or any member of its Group shall reimburse 2seventy or the member of its Group, as applicable, within thirty (30) days of receipt of an invoice therefor.

ARTICLE X **CONFIDENTIALITY**

Section 10.1 Confidentiality. The provisions of Sections 7.6 and 7.9 of the Separation Agreement will apply to disclosures of information made pursuant to this Agreement *mutatis mutandis*.

ARTICLE XI **MISCELLANEOUS**

Section 11.1 Complete Agreement; Construction. This Agreement, including the Schedules, together with the Separation Agreement and the other Ancillary Agreements, shall

constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event and to the extent that there shall be a conflict or inconsistency between the provisions of this Agreement and any Schedule hereto, such Schedule shall control.

Section 11.2 Transaction Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the other Transaction Agreements.

Section 11.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 11.4 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or email with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to

the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 11.4):

To 2seventy:

2seventy bio, Inc.
60 Binney Street
Cambridge, MA 02142
Attn: General Counsel
Facsimile:
Email:

To bluebird:

bluebird bio, Inc.
60 Binney Street
Cambridge, MA 02142
Attn: General Counsel
Facsimile:
Email:

Section 11.5 Waivers. The delay or failure of either Party to exercise or enforce any of its rights under this Agreement will not constitute, or be deemed to be, a waiver of those rights, nor will any single or partial exercise of any such rights preclude any other or further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party against which it is being enforced.

Section 11.6 Force Majeure.

(a) Neither Party hereto will be liable for delay in performance (other than the payment of money) of its obligations to the extent caused by events which could not have been foreseen and are beyond the reasonable control of the Party affected (an event of "Force Majeure"), including (i) acts of God, the elements, pandemics, epidemics, explosions, accidents, landslides, lightning, earthquakes, fires, storms (including tornadoes and hurricanes or tornado and hurricane warnings), sinkholes, floods or washouts; (ii) labor shortage or trouble including strikes or injunctions (whether or not within the reasonable control of such Party and provided that the settlement of strikes and other labor disputes shall be entirely within the discretion of the Party experiencing the difficulty); (iii) inability to obtain material, equipment or transportation; (iv) national defense requirements, war, blockades, insurrections, sabotage, terrorism, riots, arrests and restraints of the government, either federal or state, civil or military (including any

governmental taking by eminent domain or otherwise); or (v) any changes in applicable Law, regulation or rule or the enforcement thereof by any Governmental Entity having jurisdiction, that limits or prevents a Party from performing its obligations hereunder or any notice from any such Governmental Entity of its intention to fine or penalize such Party or otherwise impede or limit such Party's ability to perform its obligations hereunder.

(b) Each Service Provider shall endeavor to provide to bluebird uninterrupted Services through the Term. In the event, however, that (i) the Service Provider is wholly or partially prevented from providing a Service or Services either temporarily or permanently by reason of any Force Majeure event, or (ii) the Service Provider, in the exercise of its reasonable good faith judgment, deems it necessary to suspend delivery of a Service hereunder for purposes of inspection, maintenance, repair, replacement of equipment parts or structures, or similar activities consistent with past practices, the Service Provider shall not be obligated to deliver the affected part of such Service during such periods, and, in the case of the immediately preceding clause (ii), the Service Provider shall cooperate with bluebird with respect to the timing of such interruption. Notices provided under this Section 11.6 shall be provided to bluebird's designees on the Transition Committee (or other executive designated in writing by bluebird in accordance with Article IV) and may be provided in accordance with Article IV.

Section 11.7 Assignment. Except as provided herein, neither Party may assign any rights or delegate any obligations arising under this Agreement, in whole or in part, directly or indirectly, without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), and any attempt to so assign any rights or delegate any obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, no such consent shall be required for any such assignment or delegation (i) with respect to 2seventy, to a Subsidiary of 2seventy (so long as such Subsidiary remains a Subsidiary of 2seventy), (ii) with respect to bluebird, to a Subsidiary of bluebird (so long as such Subsidiary remains a Subsidiary of bluebird) or (iii) to a *bona fide* Third Party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a Party so long as the resulting, surviving or transferee entity assumes all the obligations of the assigning Party by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the non-assigning Party; provided, however, that in the case of each of the preceding clauses (i) and (ii), no assignment permitted by this Section 11.7 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

Section 11.8 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors (whether by merger, acquisition of assets or otherwise) and permitted assigns.

Section 11.9 Third Party Beneficiaries. Except as provided in Section 8.3 with respect to Persons entitled to claim indemnification hereunder, this Agreement is solely for the benefit of the Parties and shall not be deemed to confer upon any Person other than the Parties any remedy, claim, liability, reimbursement, cause of Action or other right beyond any that exist without reference to this Agreement.

Section 11.10 Titles and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 11.11 Schedules. The Schedules will be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

Section 11.12 Governing Law. This Agreement will be governed by, construed and interpreted in accordance with the Laws of the State of Delaware, without reference to principles of conflicts of Laws. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties under or related to this Agreement or any of the transactions contemplated hereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument.

Section 11.13 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 11.14 Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms “Section,” “paragraph,” “clause,” “Exhibit” and “Schedule” are references to the Sections, paragraphs, clauses, Exhibits and Schedules of this Agreement unless otherwise specified; (c) the terms “hereof,” “herein,” “hereby,” “hereto,” and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to “\$” shall mean U.S. dollars; (e) the word “including” and words of similar import

when used in this Agreement shall mean “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic form; (h) unless the context requires otherwise, references to “Party” shall mean 2seventy or bluebird, as appropriate, and references to “Parties” shall mean 2seventy and bluebird; (i) provisions shall apply, when appropriate, to successive events and transactions; (j) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (k) 2seventy and bluebird have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or burdening either party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement; and (l) a reference to any Person includes such Person’s successors and permitted assigns.

Section 11.15 No Duplication; No Double Recovery. Nothing in this Agreement, the Separation Agreement or any other Ancillary Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 11.16 Independent Contractor Status. Each Service Provider will be deemed to be an independent contractor to bluebird. Nothing contained in this Agreement will create or be deemed to create the relationship of employer and employee between the Service Provider and bluebird. The relationship created between the Service Provider and bluebird pursuant to or by this Agreement is not and will not be one of partnership or joint venture. No Party to this Agreement will, by reason hereof, be deemed to be a partner or a joint venture of the other Party hereto in the conduct of their respective businesses and/or the conduct of the activities contemplated by this Agreement. Except as specifically and explicitly provided in this Agreement, and subject to and in accordance with the provisions hereof, no Party to this Agreement is now, will become, or will be deemed to be an agent or representative of the other Party. Except as herein explicitly and specifically provided, neither Party shall have any authority or authorization, of any nature whatsoever, to speak for or bind the other Party to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

2SEVENTY BIO, INC.

By: /s/ Nick Leschly

Name: Nick Leschly

Title: President

BLUEBIRD BIO, INC.

By: /s/ Andrew Obenshain

Name: Andrew Obenshain

Title: President, Severe Genetic Diseases



bluebird bio Completes Planned Business Separation

Company to focus on gene therapies for severe genetic diseases

Three near-term programs positioned to deliver significant commercial and patient impact

Spotlight investor call on bb1111 product candidate for sickle cell disease scheduled for November 18

CAMBRIDGE, Mass. — (BUSINESS WIRE) — Nov. 4, 2021— **bluebird bio, Inc.** (NASDAQ: BLUE) today announced the company has completed the tax-free spin-off of its oncology programs and portfolio into 2seventy bio, Inc., an independent, publicly-traded company. bluebird bio will continue its work focused on severe genetic disease, with three near-term opportunities to bring transformative gene therapies to patients and their families in the U.S. 2seventy will begin regular-way trading on the NASDAQ under the stock ticker symbol “TSVT” on November 5, 2021. bluebird bio will continue to trade under the stock ticker symbol “BLUE.”

“Over more than a decade, bluebird bio has set the standard for gene therapy and with more than 485 patient years of experience, we have amassed the largest and deepest ex-vivo gene therapy data set in the world,” said Andrew Obenshain, chief executive officer, bluebird bio. “As a dedicated severe genetic disease company, we are prepared to unlock the full value of our pipeline through the anticipated launch of three, first-in-class therapies for patients with sickle cell disease, β -thalassemia and cerebral adrenoleukodystrophy, and to realize the potential of gene therapy to transform lives for patients and their families now and in the future.”

bluebird bio is led by an experienced team composed of tenured bluebird leaders and recent additions, focused on executing against a clear strategy to develop and commercialize the company’s lentiviral vector gene therapies and to deliver with increased fiscal discipline.

In September 2021, bluebird announced that it had submitted a biologics licensing application to the U.S. Food and Drug Administration for betibeglogene autotemcel (beti-cel) for patients with β -thalassemia who require regular red blood cell transfusions. The BLA filing for elivaldogene autotemcel (eli-cel, Lenti-D®) for patients with cerebral adrenoleukodystrophy (CALD) is on track for the end of 2021.

bluebird bio will host a spotlight and regulatory update on its bb1111 (LentiGlobin® for Sickle Cell Disease) product candidate, an investigational lentiviral vector gene therapy for sickle cell disease, for analysts and investors on Thursday, November 18, 2021, at 8:00 am ET. Investors may listen to the call by dialing (833) 857-1010 from locations in the United States or +1 (929) 517-0312 from outside the United States. Please refer to conference ID number 5780005.

About bluebird bio, Inc.

bluebird bio is pursuing curative gene therapies to give patients and their families more bluebird days.

With a dedicated focus on severe genetic diseases, bluebird has industry-leading clinical programs for sickle cell disease, β -thalassemia and cerebral adrenoleukodystrophy and is advancing research to apply new technologies to these and other diseases. We custom design each of our therapies to address the underlying cause of disease and have developed in-depth and effective analytical methods to understand the safety of our lentiviral vector technologies and drive the field of gene therapy forward.

Founded in 2010, bluebird has the largest and deepest ex-vivo gene therapy data set in the world—setting the standard for the industry. Today, bluebird continues to forge new paths, combining our real-



world experience with a deep commitment to patient communities and a people-centric culture that attracts and grows a diverse flock of dedicated birds.

bluebird bio, LentiGlobin and Lenti-D are trademarks of bluebird bio, Inc.

Forward-Looking Statements

This release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements include but are not limited to: statements about the strategic plan of bluebird bio; timing for regulatory submissions and marketing authorizations; and the benefits that bluebird bio expects to realize from the separation. Applicable risks and uncertainties include those related to the possibility that we may not achieve the expected benefits of the separation, and that the separation could harm or disrupt our business, results of operations and financial condition; the risk that dedicated financial and/or strategic funding sources may not be available on favorable terms; the risk that the separation may adversely impact bluebird bio's ability to attract or retain key personnel; the risk that our BLAs will not be accepted for filing by the FDA on the timeline that we expect, and the risk that we do not receive regulatory approval for our product candidates on the timeline that we expect, or at all; and the risk that we are unable to manage our operating expenses or cash use for operations. Any forward-looking statements are based on management's current expectations of future events and are subject to a number of risks and uncertainties that could cause actual results to differ materially and adversely from those set forth in or implied by such forward-looking statements. For a discussion of other risks and uncertainties, and other important factors, any of which could cause our actual results to differ from those contained in the forward-looking statements, see the section entitled "Risk Factors" in our most recent Form 10-Q, as well as discussions of potential risks, uncertainties, and other important factors in our subsequent filings with the Securities and Exchange Commission. All information in this press release is as of the date of the release, and bluebird bio undertakes no duty to update this information unless required by law.

Investors & Media

Investors:

Courtney O'Leary, 978-621-7347

coleary@bluebirdbio.com

or

Media:

Sarah Alspach, 857-299-6198

sarah.alspach@bluebirdbio.com

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bluebird bio, Inc.**Unaudited Pro Forma Condensed Consolidated Financial Statements**

On November 4, 2021, bluebird bio, Inc. (“bluebird bio”) completed the previously announced separation of its oncology portfolio and programs, which was accomplished by the distribution of 100% of the outstanding common stock of 2seventy bio, Inc. (“2seventy bio”) to bluebird bio stockholders as of the close of business on October 19, 2021, the record date for the distribution (the entire transaction being referred to as the “Separation”). bluebird bio stockholders received one share of 2seventy bio common stock for every three shares of bluebird bio common stock held at the close of business on October 19, 2021. Following the Separation, 2seventy bio is an independent, publicly traded company whose common stock will trade on the Nasdaq Global Select Market under the symbol “TSVT”.

The following unaudited pro forma condensed consolidated financial statements are based on bluebird bio’s historical consolidated financial statements and are presented to illustrate:

- the estimated effects of the Separation;
- Upon Separation, the release of restricted cash collateralizing a letter of credit related to a lease agreement associated with one of bluebird bio’s leases for office and laboratory space that was attributed to 2seventy bio in connection with the Separation.

The unaudited pro forma condensed consolidated statements of operations of bluebird bio reflect bluebird bio’s results of operations as if the Separation had occurred on January 1, 2018. The unaudited pro forma condensed consolidated balance sheet of bluebird bio reflects the financial position as if the Separation had occurred on June 30, 2021. Beginning in the fourth quarter of 2021, 2seventy bio’s historical financial results for periods prior to the Separation will be reflected in bluebird bio’s consolidated financial statements as discontinued operations.

The unaudited pro forma condensed consolidated financial statements and the accompanying notes should be read in conjunction with:

- the audited consolidated financial statements and accompanying notes and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in bluebird bio’s Form 10-K for the year ended December 31, 2020 and
- the unaudited condensed consolidated financial statements and accompanying notes and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in bluebird bio’s Form 10-Q for the six months ended June 30, 2021.

The “Historical bluebird bio” column in the unaudited pro forma condensed consolidated financial statements reflects bluebird bio’s historical financial statements for the periods presented and does not reflect any adjustments related to the Separation and related events.

The information in the “Discontinued Operations” column in the unaudited pro forma condensed consolidated balance sheet was derived from bluebird bio’s consolidated financial statements and the related accounting records as of June 30, 2021, adjusted to include certain assets and liabilities that will be transferred to 2seventy bio pursuant to the separation agreement and exclude certain liabilities related to 2seventy bio that will be retained by bluebird bio in connection with the Separation.

The “Discontinued Operations” columns in the unaudited pro forma condensed consolidated financial statements also reflect the estimated impact of the asset purchase agreement related to the sale in September 2021 of bluebird bio’s manufacturing facility (“bRT”) located in Durham, North Carolina to National Resilience, Inc. (“Resilience”) and the estimated impact on the related assets, liabilities, equity and results of operations of bRT.

Prior to the sale in September 2021, bRT was assumed to be attributed to 2seventy bio in connection with the Separation and for accounting purposes was deemed to be a component of a single disposal plan.

bluebird bio believes that the adjustments included within the “Discontinued Operations” column are consistent with the guidance for discontinued operations under U.S. GAAP. bluebird bio’s current estimates on a discontinued operations basis are preliminary and could change as it finalizes discontinued operations accounting to be reported in the Annual Report on Form 10-K for the year ending December 31, 2021.

The unaudited pro forma financial information has been prepared by management in accordance with Article 11, *Pro Forma Financial Information*, under Regulation S-X of the Exchange Act, as amended by the final rule, Release No. 33-10786 “*Amendments to Financial Disclosures about Acquired and Disposed Businesses*,” and is for illustrative and informational purposes only. The pro forma financial information is based on various adjustments and assumptions and is not necessarily indicative of what bluebird bio’s consolidated financial statements actually would have been or will be for any future periods had the Separation been completed as of the dates indicated. The pro forma condensed consolidated financial statements do not purport to project the future financial position or operating results of bluebird bio following the completion of the Separation. The pro forma financial information does not include adjustments to reflect any potential synergies or dis-synergies that may result from the Separation.

bluebird bio, Inc.

Unaudited Pro Forma Condensed Consolidated Statement of Operations
Six Months Ended June 30, 2021
(in thousands, except per share data)

	bluebird bio As Reported	Discontinued Operations (A)	Subtotal	Transaction Accounting Adjustments	Notes	Pro Forma
Revenue:						
Service revenue	\$ 11,232	\$ (11,232)	\$ —	\$ —		\$ —
Collaborative arrangement revenue	3,190	(3,190)	—	—		—
Royalty and other revenue	5,845	(4,808)	1,037	—		1,037
Total revenues	<u>20,267</u>	<u>(19,230)</u>	<u>1,037</u>	<u>—</u>		<u>1,037</u>
Operating expenses:						
Research and development	298,793	(135,385)	163,408	—		163,408
Selling, general and administrative	165,451	(48,344)	117,107	—		117,107
Share of collaboration loss	10,071	(10,071)	—	—		—
Cost of royalty and other revenue	17,582	(1,791)	15,791	—		15,791
Change in fair value of contingent consideration	416	(416)	—	—		—
Total operating expenses	<u>492,313</u>	<u>(196,007)</u>	<u>296,306</u>	<u>—</u>		<u>296,306</u>
Loss from operations	<u>(472,046)</u>	<u>176,777</u>	<u>(295,269)</u>	<u>—</u>		<u>(295,269)</u>
Interest income, net	1,149	(575)	574	—		574
Other (expense) income, net	23,669	(642)	23,027	—		23,027
Loss before income taxes	<u>(447,228)</u>	<u>175,560</u>	<u>(271,668)</u>	<u>—</u>		<u>(271,668)</u>
Income tax benefit (expense)	(282)	—	(282)	—		(282)
Net loss	<u>\$ (447,510)</u>	<u>\$ 175,560</u>	<u>\$ (271,950)</u>	<u>\$ —</u>		<u>\$ (271,950)</u>
Net loss per share - basic and diluted	<u>\$ (6.66)</u>					<u>\$ (4.04)</u>
Weighted-average number of common shares used in computing net loss per share - basic and diluted						
	<u>67,233</u>					<u>67,233</u>

See Notes to Unaudited Pro Forma Condensed Consolidated Financial Data.

bluebird bio, Inc.

Unaudited Pro Forma Condensed Consolidated Statement of Operations
Year Ended December 31, 2020
(in thousands, except per share data)

	bluebird bio As Reported	Discontinued Operations (A)	Subtotal	Transaction Accounting Adjustments	Notes	Pro Forma
Revenue:						
Service revenue	\$ 114,064	\$ (114,064)	\$ —	\$ —		\$ —
Collaborative arrangement revenue	115,594	(115,594)	—	—		—
Royalty and other revenue	21,076	(21,076)	—	—		—
Total revenues	<u>250,734</u>	<u>(250,734)</u>	<u>—</u>	<u>—</u>		<u>—</u>
Operating expenses:						
Research and development	587,956	(275,535)	312,421	—		312,421
Selling, general and administrative	286,896	(49,355)	237,541	—		237,541
Cost of royalty and other revenue	5,396	(5,396)	—	—		—
Change in fair value of contingent consideration	(6,468)	6,468	—	—		—
Total operating expenses	<u>873,780</u>	<u>(323,818)</u>	<u>549,962</u>	<u>—</u>		<u>549,962</u>
Loss from operations	(623,046)	73,084	(549,962)	—		(549,962)
Interest income, net	11,539	(5,770)	5,769	—		5,769
Other (expense) income, net	(6,502)	(379)	(6,881)	—		(6,881)
Loss before income taxes	(618,009)	66,935	(551,074)	—		(551,074)
Income tax benefit (expense)	(686)	—	(686)	—		(686)
Net loss	<u>\$ (618,695)</u>	<u>\$ 66,935</u>	<u>\$ (551,760)</u>	<u>\$ —</u>		<u>\$ (551,760)</u>
Net loss per share - basic and diluted	<u>\$ (9.95)</u>					<u>\$ (8.87)</u>
Weighted-average number of common shares - basic and diluted	<u>62,178</u>					<u>62,178</u>

See Notes to Unaudited Pro Forma Condensed Consolidated Financial Data.

bluebird bio, Inc.

Unaudited Pro Forma Condensed Consolidated Statement of Operations
Year Ended December 31, 2019
(in thousands, except per share data)

	bluebird bio As Reported	Discontinued Operations (A)	Subtotal	Transaction Accounting Adjustments	Notes	Pro Forma
Revenue:						
Service revenue	\$ 30,729	\$ (30,729)	\$ —	\$ —		\$ —
Collaborative arrangement revenue	5,740	(5,740)	—	—		—
Royalty and other revenue	8,205	(8,205)	—	—		—
Total revenues	44,674	(44,674)	—	—		—
Operating expenses:						
Research and development	582,413	(263,303)	319,110	—		319,110
Selling, general and administrative	271,362	(37,746)	233,616	—		233,616
Cost of royalty and other revenue	2,978	(2,978)	—	—		—
Change in fair value of contingent consideration	2,747	(2,747)	—	—		—
Total operating expenses	859,500	(306,774)	552,726	—		552,726
Loss from operations	(814,826)	262,100	(552,726)	—		(552,726)
Interest income, net	34,761	(17,380)	17,381	—		17,381
Other (expense) income, net	(10,088)	103	(9,985)	—		(9,985)
Loss before income taxes	(790,153)	244,823	(545,330)	—		(545,330)
Income tax benefit (expense)	545	—	545	—		545
Net loss	\$ (789,608)	\$ 244,823	\$ (544,785)	\$ —		\$ (544,785)
Net loss per share - basic and diluted	\$ (14.31)					\$ (9.87)
Weighted-average number of common shares - basic and diluted	55,191					55,191

See Notes to Unaudited Pro Forma Condensed Consolidated Financial Data.

bluebird bio, Inc.

Unaudited Pro Forma Condensed Consolidated Statement of Operations
Year Ended December 31, 2018
(in thousands, except per share data)

	bluebird bio As Reported	Discontinued Operations (A)	Subtotal	Transaction Accounting Adjustments	Notes	Pro Forma
Revenue:						
Service revenue	\$ 44,533	\$ (44,533)	\$ —	\$ —		\$ —
Collaborative arrangement revenue	7,820	(7,820)	—	—		—
Royalty and other revenue	2,226	(2,226)	—	—		—
Total revenues	54,579	(54,579)	—	—		—
Operating expenses:						
Research and development	448,589	(177,301)	271,288	—		271,288
Selling, general and administrative	174,129	(20,417)	153,712	—		153,712
Cost of royalty and other revenue	885	(885)	—	—		—
Change in fair value of contingent consideration	2,999	(2,999)	—	—		—
Total operating expenses	626,602	(201,602)	425,000	—		425,000
Loss from operations	(572,023)	147,023	(425,000)	—		(425,000)
Interest income, net	14,624	422	15,046	—		15,046
Other (expense) income, net	1,961	211	2,172	—		2,172
Loss before income taxes	(555,438)	147,656	(407,782)	—		(407,782)
Income tax benefit (expense)	(187)	—	(187)	—		(187)
Net loss	\$ (555,625)	\$ 147,656	\$ (407,969)	\$ —		\$ (407,969)
Net loss per share - basic and diluted	\$ (10.68)					\$ (7.84)
Weighted-average number of common shares - basic and diluted	52,032					52,032

See Notes to Unaudited Pro Forma Condensed Consolidated Financial Data.

bluebird bio, Inc.

Unaudited Pro Forma Condensed Consolidated Balance Sheet
As of June 30, 2021
(in thousands, except per share data)

	bluebird bio As Reported	Discontinued Operations (A)	Subtotal	Transaction Accounting Adjustments	Notes	Pro Forma
Assets:						
Current assets:						
Cash and cash equivalents	\$ 353,468	\$ (57,076)	\$ 296,392	\$ 13,763	(B)	\$ 310,155
Marketable securities	486,233	(241,806)	244,427	—		244,427
Prepaid expenses	33,726	(7,454)	26,272	—		26,272
Receivables and other current assets	16,597	(12,323)	4,274	—		4,274
Inventory	13,502	—	13,502	—		13,502
Total current assets	903,526	(318,659)	584,867	13,763		598,630
Marketable securities	101,927	(50,964)	50,963	—		50,963
Property, plant and equipment, net	158,820	(145,739)	13,081	—		13,081
Intangible assets, net	16,263	(12,127)	4,136	—		4,136
Goodwill	13,128	(8,433)	4,695	—		4,695
Operating lease right-of-use assets	190,993	(109,111)	81,882	—		81,882
Restricted cash and other non-current assets	69,802	(5,920)	63,882	(13,763)	(B)	50,119
Total assets	<u>\$ 1,454,459</u>	<u>\$ (650,953)</u>	<u>\$ 803,506</u>	<u>\$ —</u>		<u>\$ 803,506</u>
Liabilities and Stockholders' Equity:						
Current liabilities:						
Accounts payable	\$ 39,294	\$ (19,345)	\$ 19,949	\$ —		\$ 19,949
Accrued expenses and other current liabilities	168,035	(64,755)	103,280	—		103,280
Operating lease liability, current portion	28,669	(14,100)	14,569	—		14,569
Deferred revenue, current portion	2,687	—	2,687	—		2,687

Collaboration research advancement, current portion	9,080	(9,080)	—	—	—
Total current liabilities	247,765	(107,280)	140,485	—	140,485
Deferred revenue, net of current portion	25,762	(25,762)	—	—	—
Collaboration research advancement, net of current portion	18,547	(18,547)	—	—	—
Operating lease liability, net of current portion	169,933	(104,075)	65,858	—	65,858
Other non-current liabilities	7,891	(1,925)	5,966	—	5,966
Total liabilities	469,898	(257,589)	212,309	—	212,309
Stockholders' equity:					
Preferred stock, \$0.01 par value	—	—	—	—	—
Common stock, \$0.01 par value	676	—	676	—	676
Additional paid-in capital	4,337,719	—	4,337,719	—	4,337,719
Accumulated other comprehensive loss	(5,777)	(70)	(5,847)	—	(5,847)
Accumulated deficit	(3,348,057)	(393,294)	(3,741,351)	—	(3,741,351)
Total stockholders' equity	984,561	(393,364)	591,197	—	591,197
Total liabilities and stockholders' equity	\$ 1,454,459	\$ (650,953)	\$ 803,506	\$ —	\$ 803,506

See Notes to Unaudited Pro Forma Condensed Consolidated Financial Data.

bluebird bio, Inc.**Notes to Unaudited Pro Forma Condensed Consolidated Financial Data**

(A) Reflects the discontinued operations of 2seventy bio, inclusive of the bRT operations, including the associated assets, liabilities, equity and results of operations as well as (i) the preliminary estimated assigned goodwill to the discontinued operations based on the estimated relative fair values of bluebird bio, 2seventy bio and bRT and (ii) the related transaction costs, primarily consisting of professional fees, that are directly related to the Separation and the sale of bRT. The unaudited pro forma condensed consolidated balance sheet reflects the \$57.1 million of agreed-upon cash to be contributed to 2seventy bio by bluebird bio on the distribution date and the pro rata contribution of marketable securities from bluebird bio to 2seventy bio based on balances outstanding as of June 30, 2021.

(B) Reflects the impact of the release in connection with the Separation of \$13.8 million of restricted cash collateralizing letters of credit related to lease and sublease agreements for office and laboratory space.

The unaudited pro forma condensed consolidated financial statements do not reflect the Securities Purchase Agreement that bluebird bio entered into on September 7, 2021 with institutional investors as such transaction was unrelated to the Separation. Pursuant to the Securities Purchase Agreement, bluebird bio issued and sold (i) 2,272,727 shares of its common stock, par value \$0.01 per share, at a purchase price of \$16.50 per share, and (ii) pre-funded warrants to purchase 2,272,727 shares of its common stock, at a purchase price of \$16.49 per pre-funded warrant (representing the \$16.50 per share purchase price less the exercise price of \$0.01 per share), for aggregate gross proceeds to bluebird bio of approximately \$75 million.