

Supply Terms and Conditions

These Supply Terms and Conditions (“**Agreement**”) govern the supply by Twist Bioscience Corporation and its affiliates (individually, and collectively, referred to in this Agreement as “**us**”, “**we**”, or “**our**” or “**Twist**”) of certain products to you (the “**Customer**,”) all as described under and subject to the terms and conditions of this Agreement. Customer and Twist may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” This Agreement is the complete and exclusive contract between Customer and Twist with respect to your purchase of the Products.

1. PRODUCT SUPPLY

1.1 Product Orders. During the Term (as defined below) Customer may order catalog/off-the-shelf and/or custom products (“**Products**”) from Twist by providing Twist with a written request for the requested Products. In the case of custom Products, Customer shall include a sequence request submission form for each Product (the “**Sequence Submission**”) describing the genetic sequence of the desired custom Product. If Twist is willing and believes it is able to supply the Products, Twist will issue a quotation to Customer setting out the price for the Products and other relevant details, if applicable, regarding their manufacture and supply hereunder (“**Quotation**”). Twist has no obligation to issue Quotations and each Quotation shall only be valid for the time period stated therein (or if not so stated, for a period of thirty (30) days) after which such Quotation shall expire. Customer may accept the Quotation by issuing a purchase order to Twist for Products accepting all of the terms of the Quotation (and no additional or different terms) prior to its expiration (“**Order**”), which will be confirmed by Twist in writing and, unless otherwise specified in the Agreement, Customer may not cancel such Order. In the event of any conflict between this Agreement or the applicable Quotation and any Order, Sequence Submission, invoice, or other ordering document or correspondence, this Agreement or the Quotation shall control and take precedence. In case of conflict between this Agreement and any Quotation, this Agreement shall control, except to the extent that such Quotation expressly and specifically states an intent to supersede this Agreement on a specific matter. No additional terms contained in any Order, Sequence Submission, invoice, or other ordering document or correspondence shall bind either Party or be construed to modify or amend the terms of this Agreement or Quotation unless mutually agreed to in writing by Twist and Customer.

1.2 Product Supply. Upon Twist’s confirmation of an Order in accordance with this Agreement, Twist will use commercially reasonable efforts to synthesize and supply the Products designated in the Order (based on the corresponding Sequence Submission, if applicable) in accordance with the terms and conditions of this Agreement. Twist may cancel any Order if Twist determines (in its reasonable discretion) a need to do so for biosecurity, biosafety, patent infringement, export restrictions and/or feasibility reasons. Any cancellation of an Order as described above shall be without penalty or liability to Twist (provided that any prepaid amounts for such Products shall be promptly refunded to Customer by Twist, or if Customer so requests, credited toward future purchases under this Agreement). Notwithstanding anything to the contrary herein, nothing in the Agreement shall limit or restrict Twist’s right and ability at all times to provide products and services to third parties which are similar or identical to the Products or services made, provided or supplied under this Agreement, as long as Twist does not breach its confidentiality or non-use obligations under this Agreement.

1.3 Shipment and Delivery Terms. Twist will use commercially reasonable efforts to ship Products by the target delivery date specified in the Order. All Products will be shipped Ex Works (Incoterms 2020) Twist’s facility to the delivery address specified in the Order. Except as otherwise stated in the Order, Twist may ship all Products using the means and carrier of its choice. Twist reserves the right to deliver Orders in installments, where applicable, in which case Twist will send a separate invoice for each delivery pursuant to Section 3. Twist does not clear Products for import into the country specified in the delivery address, if outside the U.S., which is Customer’s sole responsibility.

Products are deemed shipped and delivered to Customer when tendered to the applicable commercial carrier at Twist’s facility. At this point, title to the Products passes to Customer (subject to Customer’s payment in full of all Fees therefor) and Customer becomes responsible for risk of loss and damage.

Returns. Any returns of Product shall be subject to Twist’s published Return Policy available at <https://www.twistbioscience.com/legal/return-policy> (the “**Return Policy**”).

2. CUSTOMER SEQUENCES, MATERIALS, RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer Sequence Information. To the extent required under an Order, Customer will provide to Twist certain genetic sequences and related information (“**Sequence Information**”) in its Sequence Submission and/or related documents and correspondence. Customer shall ensure that the Sequence Information is accurate and complete with respect to each Product in the corresponding Order and conforms to the applicable requirements set forth in the Agreement.

2.2 Customer Materials. To the extent required under an Order, Customer shall provide (or have provided) to Twist the Sequence Submission, Sequence Information and sufficient amounts of materials and information, in each case, in accordance with applicable law, to be used by Twist to perform under this Agreement (collectively, “**Customer Materials**”) at its sole expense in a prompt and timely manner. Customer represents and warrants that: (i) Customer has all rights, licenses, registrations, consents and permissions required to provide the Customer Materials to Twist and for Twist to use such Customer Materials to make and supply the Products and otherwise perform under this Agreement and the applicable Order; (ii) all Customer Materials will be de-identified and otherwise stripped of any identifiers of or information that can be used to identify any individual, including but not limited to any “Protected Health Information” as defined in 45 C.F.R. section 164. 103, “Personal Data” as defined in the General Data Protection Regulation (EU) 2016/679, or other information the disclosure of which is prohibited by applicable law or regulation; and (iii) Twist’s possession and use of the Customer Materials and any Product that Customer orders under and in accordance with this Agreement and the applicable Order shall not violate any applicable laws or other agreements to which Customer is a party, nor require registration or other action under United States Federal Select Agent Program (FSAP) regulations, the United States Export Administration Regulations (EAR) or other biosecurity requirements (collectively, “**Biosecurity Requirements**”), or infringe or misappropriate the intellectual property rights of any third party. Without limiting the foregoing, Customer represents and warrants that no Customer Materials provided, and no Products ordered, are or contain (x) the full protein coding sequence coding for functional forms of a toxin covered by FSAP or any sequence unique to a FSAP-controlled organism capable of transferring pathogenicity, (y) radioactive isotopes, or (z) hazardous materials. Customer further represents and warrants that it has provided Twist with all material information regarding any toxic substances or material hazards associated with the handling, transport, disposal, or other usage of the Customer Materials or Products based on the Customer Materials. Twist reserves the right (but has no obligation) to screen all Orders and associated Customer Materials to ensure compliance with Biosecurity Requirements (and if applicable, reject any Orders or cancel any Orders as appropriate). Customer shall cooperate with Twist in connection with such screening.

Twist Use of Customer Materials. To the extent Customer Materials are provided pursuant to a given Order and notwithstanding Section 5, Customer hereby grants Twist, its affiliates and third party service providers a nonexclusive license to use and develop the Customer Materials solely to make and supply the Products under an Order, for Twist’s internal synthesis, validation, process improvement and quality control activities, and to otherwise perform under this Agreement in accordance with its terms, and to comply with applicable laws and regulations. For the avoidance of doubt, Twist shall be responsible for

its affiliates' and service providers' use of the Materials. Twist shall have no obligation to return any unused Customer Materials nor shall Twist have any liability for any damage to or destruction of any Customer Materials. Customer has read and hereby acknowledges Twist's published Privacy Policy available at <https://www.twistbioscience.com/legal/privacy-policy>.

2.4 Limitations and Restrictions on Use of Products. The Products are intended for internal use only and Customer shall not sell, resell, transfer or distribute the Products to any third party other than service providers acting on behalf of Customer (and not for the purpose of benchmarking Twist's Products against products supplied by such service provider or another vendor) or bona fide collaborators for the commercialization of Customer products (such service providers and collaborators collectively, "**Permitted Transferees**"). Customer shall be solely responsible and liable for any use of the Products Customer and/or its Permitted Transferees shall not use any Product in humans to treat or diagnose any condition nor for any other diagnostic or therapeutic purposes, for investigational use in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals unless Customer and/or its Permitted Transferees first obtain all necessary and/or appropriate approvals, clearances, authorizations and/or licenses from the FDA or other applicable governmental agency within or outside the United States. In any event, Customer shall use all Products in accordance with applicable laws, rules, regulations and governmental policies and in accordance with the terms and conditions of this Agreement. Customer also agrees not to (and not to authorize or permit others to) reverse engineer, deconstruct or disassemble any Products (except to the extent such Products comprise the nucleotide sequence set forth in the Customer Materials) or Twist-supplied vectors; provided that, for Products comprising an antibody library, this restriction does not limit Customer's ability to screen such antibody library, isolate individual antibodies from such library, and reverse engineer, deconstruct or disassemble such antibodies.

2.5 Supplemental Terms. Certain Products shall be subject to Twist's published Supplemental Terms available at <https://www.twistbioscience.com/legal/supplemental-terms>.

3. PURCHASE PRICE; FEES AND PAYMENT TERMS

Customer shall pay Twist the purchase price, fees and other payments (if any) specified in each Order (collectively, "**Fees**") for Twist's production and supply of Products and other performance under this Agreement in accordance with Twist's instructions. Pricing does not include shipping, handling, freight, insurance, taxes and customs, which Customer is responsible for paying and which, as applicable, Twist may add to Customer's invoice. Only the pricing in the Quotation for a given Sequence Submission is valid and Twist shall not be bound or subject to any other pricing, regardless of where stated or published. Customer shall pay the Fees to Twist within thirty (30) days of Twist's invoice date for such Fees. Except to the extent expressly provided otherwise in this Agreement, all Fees are non-cancelable, non-creditable and non-refundable. Without limiting any other rights or remedies of Twist, failure of Customer to pay any Fees when due shall entitle Twist to suspend completion or shipment of any pending Orders unless and until such Fees are paid. Twist's Fees do not include applicable taxes. Customer will be responsible for the payment of, and shall pay all, taxes and duties imposed with respect to the Products supplied (and any other performance by Twist) under this Agreement and Twist may add such taxes to Customer's invoice which Customer shall be obligated to pay as part of the Fees.

4. INTELLECTUAL PROPERTY

4.1 Retention of Rights. Customer shall retain all right, title, and interest in and to the Customer Materials (subject to the rights and licenses expressly provided for in this Agreement). Twist shall retain all right, title, and interest in and to Twist's intellectual property used or practiced in connection with product, gene or DNA synthesis, assembly and manufacturing, including, without limitation, any suggestions, improvements or modifications to each of the foregoing (collectively, "**Twist Manufacturing Technology**"), whether or not developed, created or improved by either Party (alone or jointly with others), and

Customer agrees to assign and hereby assigns all of its rights, title and interest in and to the Twist Manufacturing Technology to Twist. No rights or licenses in, to or under either Party's intellectual property are granted or provided hereunder, by implication, estoppel or otherwise, except to the extent expressly provided for in this Agreement. In the event Twist incorporates any Twist Manufacturing Technology into any Products shipped to Customer and duly paid for by Customer, Twist will grant and does hereby grant to Customer a perpetual, non-exclusive, fully paid-up worldwide license to use such Twist Manufacturing Technology incorporated into such Products solely as incorporated into and solely as necessary to use such Products, subject to the terms and conditions of this Agreement. Customer is solely responsible for determining if there are any restrictions on use of Products resulting from any third-party patents or other proprietary rights.

4.2 Third Party Resources. Documentation (including manuals and protocols) provided by Twist with the Products may contain references to other third-party resources such as sources of information, hardware or software, products, or services and/or web sites owned or licensed by third parties ("**Third Party Resources**"). The inclusion of such resources in any documentation does not imply endorsement by Twist of any such third-party resources. Twist will not be responsible or liable for any losses, costs, expenses, or any other forms of liability arising out of Customer's use of such Third Party Resources.

5. CONFIDENTIALITY

"**Confidential Information**" means any information disclosed by or on behalf of either Party or its representatives (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") pursuant to these Terms that is (a) marked "Confidential" or "Proprietary" or (b) otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure or by the nature of the information itself. Confidential Information does not include (m) any information that is publicly available or becomes publicly available through no action or inaction of the receiving Party; (n) is in the rightful possession of the receiving Party without confidentiality obligations at the time of disclosure by the disclosing Party to the receiving Party as shown by the receiving Party's then contemporaneous written files and records kept in the ordinary course of business; or (o) is obtained by the Receiving Party from a third party without an accompanying duty of confidentiality and without a breach of such third party's obligations of confidentiality. The receiving Party shall (x) use the Confidential Information of the disclosing Party solely to exercise its rights and fulfill its obligations under these Terms, (y) shall not disclose disclosing Party's Confidential Information to any third parties other than its own employees or agents on a need to know basis who are subject to written obligations of confidentiality and non-use that are at least as protective of disclosing Party's Confidential Information as these Terms, except with the disclosing Party's express written consent, and (z) take the precautions the Receiving Party employs with respect to protecting its own confidential information of a similar nature to protect the disclosing Party's Confidential Information. All Customer Materials shall be Confidential Information of Customer. Twist Manufacturing Technology shall be the Confidential Information of Twist. This Agreement and any other aspects of an Order shall be the Confidential Information of both Parties. If the receiving Party becomes legally required to disclose any Confidential Information of the disclosing Party, the receiving Party will disclose only that portion that is legally required to be disclosed and such disclosed information shall maintain its confidentiality protection for all other purposes. Upon termination or expiration of the Agreement, or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all documents, notes and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof (excluding any Confidential Information that is subject to a surviving license granted to the Receiving Party hereunder); provided, however, that the Receiving Party may retain a copy of such Confidential Information under conditions of confidentiality solely for legal archival purposes and for compliance with the surviving provisions of this Agreement and applicable laws and regulations. The Parties expressly acknowledge and agree that any breach or threatened breach of this

Section 5 by the Receiving Party may cause immediate and irreparable harm to the Disclosing Party that may not be adequately compensated by damages. Each Party therefore agrees that in the event of such breach or threatened breach by the Receiving Party, and in addition to any remedies available at law, the Disclosing Party shall have the right to seek equitable and injunctive relief, without bond, in connection with such a breach or threatened breach.

6. LIMITATION AND DISCLAIMER OF WARRANTIES

EXCEPT AS SET FORTH IN THE RETURN POLICY, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND AND TWIST MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AS WELL AS WARRANTIES REGARDING SECURITY, RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT AND ANY WARRANTY ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE. No description, statement or other content of any Twist website or marketing or communications materials will be binding on Twist.

7. INDEMNIFICATION; LIMITATION OF LIABILITY

7.1 By Twist. Twist shall indemnify, defend and hold harmless Customer and its affiliates and their respective directors, officers, employees, and agents (the "**Customer Indemnitees**") from and against any and all costs, expenses, liabilities, damages and losses (including reasonable legal expenses and attorneys' fees) arising out of any third party suits, claims, actions, or proceedings (collectively, "**Claims**") brought against any Customer Indemnitees to the extent resulting from or caused by: (a) the gross negligence, recklessness or willful misconduct of Twist or its officers, directors, employees, or agents; or (b) Twist's breach of its obligations, warranties, or representations under this Agreement except in each case to the extent that a Claim arises out of or results from the negligence, recklessness or willful misconduct of any Customer Indemnitee or Permitted Transferee, or Customer's breach of its obligations, warranties, or representations under this Agreement.

7.2 By Customer. Customer shall indemnify, defend and hold harmless Twist and its directors, officers, employees, and agents (the "**Twist Indemnitees**") from and against any and all Claims brought against any Twist Indemnitees to the extent resulting from or caused by: (a) the gross negligence, recklessness or willful misconduct of any Customer Indemnitee or Permitted Transferee; (b) the use of any Products provided to Customer; (c) the infringement or alleged infringement of any third party intellectual property rights arising from the use of any Customer Materials in accordance with this Agreement (or on account of the manufacture or supply of Products in accordance with such Customer Materials); (d) any of the Customer Materials, Twist's compliance with any Sequence Submission or Twist's use of any Customer Materials in accordance with this Agreement; or (e) Customer's breach of its obligations, warranties or representations under this Agreement; except in each case to the extent that a Claim arises out of or results from the gross negligence, recklessness or willful misconduct of any Twist Indemnitee or Twist's breach of its obligations, warranties, or representations under this Agreement.

7.3 Indemnification Conditions and Procedures. Each Party's obligations in this Section 7 are conditioned on the indemnified Party: (a) providing prompt written notice to the indemnifying Party of any Claim; (b) permitting the indemnifying Party to assume full and exclusive control over the defense and settlement of such Claim, except that the indemnified Party may participate in the defense at its own expense using its own counsel; and (c) providing reasonable cooperation, information and assistance to the indemnifying Party, at the indemnifying Party's reasonable expense, with respect to the defense and settlement of such Claim. Notwithstanding the foregoing, the indemnifying Party shall not enter into any settlement that admits the fault of the indemnified Party or

otherwise materially adversely prejudices the indemnified Party without such indemnified Party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

7.4 Limitation of Liability. EXCEPT FOR A PARTY'S (I) BREACH OF SECTIONS 2.2, 2.4 AND 2.5, (II) INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, OR (III) GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FRAUD, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY. EXCEPT FOR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW, TWIST SHALL NOT BE LIABLE FOR ANY DAMAGES OR OTHER AMOUNTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE LESSER OF (I) THE FEES PAID BY CUSTOMER TO TWIST HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM UNDER WHICH SUCH LIABILITY AROSE OR (II) ONE (1) MILLION DOLLARS.

8. EXPORT CONTROLS

Customer may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Products or information (including products derived from or based on our Products or information) to any destination, entity, person or end user in violation of any applicable export control laws or regulations. Customer shall provide assistance and information as needed for Twist to meet its trade compliance obligations arising from this Agreement.

9. ETHICAL BUSINESS PRACTICES.

Customer shall be subject to the Ethical Business Practices Policy available at <https://www.twistbioscience.com/ethical-business-practices-policy>.

10. GENERAL PROVISIONS

This Agreement is governed by the laws of the State of California without reference to any conflict of laws principles. This Agreement may not be assigned or otherwise transferred, in whole or in part, by operation of law or otherwise, by either Party without the other Party's express prior written consent; provided, however, that either Party may assign this Agreement without such consent to its successor in interest in connection with any merger, consolidation, reorganization or sale of such Party or all or substantially all of its assets. No rule of strict construction or construing of ambiguities against a drafting Party will be applied in the interpretation or construction of this Agreement. Each Party must deliver all notices, consents, and approvals required or permitted under this Agreement in writing to the other Party at the address specified in the Order or Agreement. This Agreement is the final, complete, and exclusive agreement of the Parties and supersedes all prior or contemporaneous communications and understandings, oral or written, between the Parties with respect to the subject matter hereof. Twist's offer to supply Products is expressly limited to the terms of the Agreement. No conflicting terms on purchase orders or invoices issued between the Parties with respect to the Products shall apply. No modification of or amendment to this Agreement will be effective unless in writing and signed by both Parties. Except as otherwise set forth in this Agreement, Customer shall not use Twist's logos or trade names for publicity, marketing, or any other external communications without Twist's prior written consent.

May 26, 2022