

Twist Bioscience Supplemental Terms

These supplemental terms and conditions (the “**Supplemental Terms**”) shall apply to the supply of products by Twist Bioscience Corporation (individually, and collectively, referred to herein as “**us**”, “**we**”, or “**our**” or “**Twist**”) to you (“**you**” or “**your**” or “**Customer**”) all as described under and subject to the **Supply Terms and Conditions** or similar contractual arrangement signed in writing by both parties (each, the “**Agreement**”). Terms used but not defined herein shall have the meaning afforded to them in any Agreement that explicitly refers to these Supplemental Terms.

Notwithstanding anything to the contrary in the Agreement, the following Supplemental Terms shall apply to the products referenced below. In the event of any conflict between the terms of these Supplemental Terms and the terms of the Agreement, the Supplemental Terms control.

High Throughput Antibodies (IgGs)

Any Products ordered or supplied containing IgG proteins expressed, manufactured or otherwise produced through the use of Thermo Fisher Scientific, Inc. mammalian cell lines shall be subject to the following supplemental terms. The materials you will receive/have received from Twist Bioscience Corporation (“**Twist Materials**”) were provided or produced under a license between Twist Bioscience Corporation and Life Technologies Corporation, a part of Thermo Fisher Scientific, Inc. (“**Life Technologies**”), through the use of Life Technologies proprietary cell lines. The only right conveyed to customer with respect to the Twist Materials is the limited, non-transferable right to use the Twist Materials to perform internal research for Customer’s sole benefit. Pharmacokinetic and toxicology studies required to meet the regulations for filing an IND (“**IND-Enabling Studies**”), first in human research, and/or first in patient research are expressly excluded from the rights provided. No right to resell the Twist Materials, or any portion or component thereof, is conveyed expressly, by implication, or by estoppel. The Twist Materials are not for use in commercial research (beginning at IND-Enabling Studies and thereafter) or any other commercial purposes or applications of any kind, including, without limitation, quality control and commercial services such as reporting the results of your activities for a fee or other form of consideration. For information on obtaining additional rights, please contact outlicensing@thermofisher.com or Out Licensing, Life Technologies, 5823 Newton Drive, Carlsbad, California 92008.

Anti-ACE2 Antibodies, Anti-SARS-CoV-2 S1 Antibodies (Antibody Products)

Except with respect to custom IgG proteins expressed, manufactured or otherwise produced (a) using Customer Materials or (b) through the use of Thermo Fisher Scientific, Inc. mammalian cell lines, any Products ordered or supplied containing antibodies (“**Antibody Products**”) shall be subject to the following use restriction. Customer shall use the Antibody Products only for its internal research use and, shall not otherwise sell, resell, transfer (except with respect to a Permitted Transferee or distribute the Products to any third party. For any additional rights with respect to such Antibody Products, Customer shall contact Twist.

Oligo Pool Products

Any Products ordered or supplied containing Oligo Pool Products shall be subject to the following supplemental terms. Customer shall use the Oligo Pools (together with portions and fragments thereof, the “**Oligo Pool Products**”) and/or derivatives or progeny of such Oligo Pool Products (including (a) constructs, libraries, plasmids, target enrichment baits or other materials made using, and (b) phages, viruses, cells, cellular components or other materials transformed with, the Products, directly or indirectly), and/or modifications or combinations of any of the foregoing, for internal research purposes only, and not for any diagnostic, therapeutic or commercial applications. Customer obtains no right to, and shall not, sell, resell, transfer (except with respect to a Permitted Transferee), distribute or otherwise convey such Oligo Pool Products, derivatives, progeny, modifications or combinations to any third party, nor authorize any third party to do any of the foregoing. “**Oligo Pools**” shall mean nucleotide or nucleotide analogs forming a single strand nucleotide chain (each, an “**Oligo**”), in which 3 or more Oligos are in a single container or are meant to be pooled in a single container.

cfDNA Pan-cancer Reference Standards

Any Products ordered or supplied containing cfDNA Pan-Cancer Reference Standards (“cfDNA Pan-cancer Reference Standards”) shall be subject to the following terms. Customer will not seek to identify any individual from whom material in the cfDNA Pan-cancer Reference Standards was originally obtained (a “Donor”). If Customer inadvertently identifies any individual Donor included in the collection of the cfDNA Pan-cancer Reference Standards, Customer will neither record the identity of the Donor nor share the identification of that individual with any other person, nor will Customer attempt to contact the individual him/herself/themselves. Customer will inform Twist as soon as reasonably practicable, giving reasonable detail of the circumstances under which, this occurred, but shall not disclose the identity of the Donor with Twist without Twist’s authorized, signed written consent.

In Vitro Diagnostic Products (IVDR Products)

In vitro diagnostic medical devices laws. Each of Twist and Customer shall comply with the obligations pursuant to applicable medical device laws, e.g. for the European Union in particular but not limited to the IVDR (Regulation (EU) 2017/746 on in vitro diagnostic medical devices, “IVDR”) and/or local laws applicable implementing and or supplementing the IVDR, each to the extent applicable to Twist and Customer and as amended, supplemented, updated, and/or replaced from time to time. Notwithstanding the general obligation of the previous sentence, in support of Twist’s post-market surveillance responsibilities, Customer will not use Products where Customer considers, or has reason to believe, that the Products do not conform with applicable medical device laws, and will immediately inform Twist or Twist’s authorized representative, or importer (as applicable), of this decision. Customer will immediately forward to Twist any information of complaints or reports from the public, healthcare professionals, the competent authority, patients or any other users about suspected incidents relating to the Products that Customer has received. Customer will keep Twist and, where applicable, the authorized representative and the importer, informed of any and all complaints or reports that may have an impact on the Products supplied to the market. Customer will keep a register of all complaints, non-conforming Products, and Product recalls and withdrawals. Customer will cooperate fully with Twist to meet its obligations as a manufacturer of the Products and provide Twist with all information that Twist reasonably requires to comply with its regulatory obligations. Customer will cooperate fully Twist and/or any investigating authority.