SUPPLEMENTAL TERMS

These supplemental terms and conditions (the "**Supplemental Terms**") shall apply to the supply of certain 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** (available at https://www.twistbioscience.com/legal/supply-terms-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 these Supplemental Terms and the terms of the Agreement, the Supplemental Terms shall 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 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 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/themself. 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.

SARS-CoV-2 NGS Assay-EUA

Any Products ordered or supplied containing the SARS-CoV-2 NGS Assay-EUA Product ("**SARS-CoV-2 NGS Assay-EUA**") shall be subject to the following terms:

1 You agree and acknowledge that the SARS-CoV-2 NGS Assay-EUA is:

1.1 Not FDA cleared or approved;

1.2 Authorized by the FDA under an EUA solely for use by authorized laboratories;

1.3 Authorized only for the detection of nucleic acid from SARS-CoV-2, not for any other viruses or pathogens;

1.4 Authorized only for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostics for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Federal Food, Drug and Cosmetic Act, as amended (the **"Act"**), 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner; and

1.5 Subject to the EUA and such EUA will be effective until the declaration that circumstances exist justifying the authorization of the emergency use of in vitro diagnostics for detection and/or diagnosis of COVID-19 is terminated under Section 564(b)(2) of the Act or the EUA is revoked under Section 564(g) of the Act and may not be utilized after this period.

2 Only authorized laboratories (laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. §263a, to perform high complexity tests) are permitted to purchase and use the SARS-CoV-2 NGS Assay-EUA. Such authorized laboratories may solely use the SARS-CoV-2 NGS Assay-EUA for clinical diagnostic purposes.

3 The emergency use of the SARS-CoV-2 NGS Assay-EUA under the EUA must be consistent with, and may not exceed, the terms of the EUA letter, dated March 23, 2021, which can be found here: **https://www.fda.gov/media/146932/download** (the **"EUA Letter"**), including the Scope of Authorization (Section II) and the Conditions of Authorization (Section IV). Subject to the terms of the EUA Letter and under the circumstances set forth in the Secretary of HHS's determination under Section 564(b)(1)(C) described above and the Secretary of HHS's corresponding declaration under Section 564(b)(1), the SARS-CoV-2 NGS Assay-EUA is authorized only for the indication above.

4 Authorized laboratories using the SARS-CoV-2 NGS Assay-EUA will include with test result reports, all authorized Fact Sheets. Under exigent circumstances, and with Twist approval, other appropriate methods for disseminating these Fact Sheets may be used.

5 Authorized laboratories using the SARS-CoV-2 NGS Assay-EUA shall only use it as outlined in the SARS-CoV-2 NGS Assay-EUA's published Instructions For Use. Deviations from the authorized procedures, including the authorized instruments, authorized extraction methods, authorized clinical specimen types, authorized control materials, authorized other ancillary reagents and authorized materials required to use the SARS-CoV-2 NGS Assay-EUA are not permitted.

6 Authorized laboratories that receive the SARS-CoV-2 NGS Assay-EUA shall notify the relevant public health authorities of their intent to run the SARS-CoV-2 NGS Assay-EUA prior to initiating testing.

7 Authorized laboratories using the SARS-CoV-2 NGS Assay-EUA shall have a process in place for reporting test results to healthcare providers and relevant public health authorities, as appropriate. Negative results do not preclude SARS-CoV-2 infection and should not be used as the sole basis for patient management decisions. Negative results must be combined with clinical observations, patient history, and epidemiological information.

8 Authorized laboratories shall collect information on the performance of the SARS-CoV-2 NGS Assay-EUA and report to DMD/OHT7-OIR/OPEQ/CDRH (via email: CDRH-EUA-Reporting@fda.hhs.gov) and Twist (via email: customersupport@twistbioscience.com) any suspected occurrence of false positive or false negative results and significant deviations from the established performance characteristics of the SARS-CoV-2 NGS Assay-EUA of which they become aware.

9 Substitution of SARS-CoV-2 NGS Assay-EUA components is not permitted. The protocol in the Instructions For Use accompanying the SARS-CoV-2 NGS Assay-EUA may not be modified without such authorized laboratory independently obtaining FDA written authorization to do so.

10 Twist shall have the right to collect and analyze information and data, solely in anonymized, aggregate or other de-identified form, relating to the provision, use, and performance of various aspects of the SARS-CoV-2 NGS Assay-EUA and other unrelated systems and technologies. Twist or its designees may (i) use such information and data to improve and enhance the SARS-CoV-2 NGS Assay-EUA and for other research, development, diagnostic, regulatory, and corrective purposes in connection with the Twist technologies, and (ii) share such information and data with regulators, third-party service providers, contractors and subcontractors to assist in providing, supporting and improving the SARS-CoV-2 NGS Assay-EUA, or other Twist technologies, and related services. For the avoidance of doubt, in no event shall Twist be treated as a business associate under the Health Insurance Portability and Accountability Act (HIPAA).

11 In order to use the accompanying diagnostic Biotia COVID-DX software, authorized laboratories must first accept the separate terms and conditions for use of said software.

May 26, 2022