

These Biopharma Services Terms and Conditions (“**Agreement**”) govern the performance of certain services by Twist Bioscience Corporation, and/or AbX Biologics DBA Abveris, Inc., a division of Twist Bioscience Corporation, having its principal place of business at 1250 Hancock Street, Suite 210N, Quincy, MA 02169, USA (individually, and collectively, referred to in this Agreement as “**us**”, “**we**”, or “**our**” or “**Twist**”) for you (the “**Company**”), all as described under and subject to the terms and conditions of this Agreement and each applicable Research Plan. Company and Twist may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

## 1. SERVICES

**1.1 Research Plans.** During the term of this Agreement, Company and Twist may enter into a written document setting forth the respective responsibilities of Twist and Company (if any) for the purpose of engaging in the corresponding research plan (each, a “**Research Plan**”). Research Plans will be set forth with Company specific identification numbering for each. Mutually executed Research Plans between the Parties specifically referencing this Agreement shall be made a part of this Agreement. To the extent any terms set forth in the Research Plan conflict with the terms of this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such Research Plan.

**1.2 Deliverables.** Twist agrees to use commercially reasonable efforts to perform the services set forth in a Research Plan in accordance with the terms and conditions of this Agreement and such Research Plan. Such services may include supplying certain deliverables specified in a Research Plan (the “**Deliverable(s)**”). Notwithstanding anything to the contrary herein, nothing in this 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 Deliverables made, or services provided, under any Research Plan or this Agreement, provided that no Company Confidential Information (as defined below) is used in providing such products or services to third parties.

**1.3 Shipment and Delivery Terms.** All Deliverables will be shipped Ex Works (Incoterms 2020) from Twist’s facility to the delivery address specified by the Company. Except as otherwise stated in the Research Plan, Twist may ship all Deliverables using the means and carrier of its choice. Twist does not clear Deliverables for import into the country specified in the delivery address if outside the U.S., which is Company’s sole responsibility. Deliverables are deemed shipped and delivered to Company when tendered to the applicable commercial carrier at Twist’s facility. At this point, title to the Deliverables passes to Company and Company becomes responsible for risk of loss and damage.

**1.4 Research Plan Variations.** Modifications to a Research Plan shall be mutually agreed in writing by both Parties which shall be a precondition to Twist’s obligation hereunder to use commercially reasonable efforts to perform services in accordance with the modified Research Plan.

**1.5 Subcontracting.** Twist may subcontract any of its obligations under this Agreement without the prior written approval of Company; provided that Twist shall remain responsible and liable for its obligations under this Agreement, including the performance of all of its subcontractors.

## 2. COMPANY MATERIALS, RESTRICTIONS AND RESPONSIBILITIES

**2.1 Company Materials.** To the extent required under a Research Plan, Company shall provide (or has provided) to Twist at its sole expense in a prompt and timely manner sufficient amounts of materials and accurate and up to date information, in each case, in accordance with applicable law and regulation, to be used by Twist to perform under this Agreement and any Research Plan (collectively, “**Company Materials**”). Company Materials shall also include materials procured by Twist on behalf of Company. Company represents and warrants that: (i) Company has all rights, licenses, registrations, consents and permissions required to provide the Company Materials to Twist and for Twist to use such Company Materials to perform the services under this Agreement and any Research Plan, including generating and supplying the Deliverables and (ii) all Company Materials will be and anonymized 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 160.103, “Personal Data” as defined in the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), or other information the disclosure of which is prohibited by applicable law or regulation. Company shall be responsible and liable for such Company Materials and Twist’s use and exploitation of such Company Materials in accordance with this Agreement. Company shall retain all right, title, and interest in and to the Company Materials (as applicable and subject to the rights and licenses expressly provided for in this Agreement).

**2.2 Twist Use of Company Materials.** To the extent Company Materials are provided pursuant to a given Research Plan, Company hereby grants Twist, its affiliates, and/or subcontractors (as applicable) a non-exclusive license to use, develop and transfer the Company Materials to perform the applicable Research Plan. Twist shall use commercially reasonable care in its storage, handling and use of the Company Materials, but Twist shall have no obligation to return any unused Company Materials. Company has read and hereby acknowledges Twist’s published Privacy Policy available at <https://www.twistbioscience.com/privacy-policy>.

**2.3 Use of Deliverables.** Company acknowledges and agrees that all Deliverables provided by Twist are intended for research use only and are not intended for use in any clinical or diagnostic procedures. Company shall be solely responsible and liable for any use of the Deliverables, including any usage that requires obtaining any approval, validation, testing, clearance, required authorizations, licensing, consents, or exemptions, and labeling requirements by (i) the U.S. Food and Drug Administration (“**FDA**”) or any other applicable governmental agency within or outside of the U.S., or (ii) by applicable law and regulations. Company shall use all Deliverables in accordance with applicable laws, rules, regulations and governmental policies, and in accordance with the terms and conditions of this Agreement and the applicable Research Plan(s). No Deliverable or service under any Research Plan has been approved, cleared, authorized or licensed by the FDA or any other applicable governmental agency, within or outside the U.S., for any use.

## 3. PURCHASE PRICE; FEES AND PAYMENT TERMS

Company shall pay Twist the purchase price, fees and other amounts (if any) specified in each Research Plan and in this Section 3 (collectively, “**Fees**”) in accordance with the terms of the applicable Research Plan. Pricing does not include shipping, handling, freight, insurance, taxes and customs, which Company is responsible for paying and which, as applicable, Twist may add to Company’s invoice. Company shall pay Twist a non-refundable and non-creditable shipping and handling fee of: (i) four hundred fifty U.S. dollars (\$450) for all domestic shipments or (ii) four thousand U.S. dollars (\$4,000) for all international shipments; in each case (i) and (ii), within thirty (30) days of the date of Twist’s invoice. Only the Fees in a Research Plan or this Agreement are valid and Twist shall not be bound or subject to any other pricing, regardless of where stated or published. Except to the extent expressly provided otherwise in this Agreement or any Research Plan, all Fees are non-cancelable, non-creditable and non-refundable. Without limiting any other rights or remedies of Twist, failure of Company to pay any Fees when due shall entitle Twist to suspend completion of any pending Research Plans (including shipment of Deliverables for such Research Plans) unless and until such Fees are paid.

## 4. INTELLECTUAL PROPERTY

### 4.1 Ownership.

**4.1.1 Company Ownership.** Subject to Section 4.1.2 below and Company’s payment of the applicable Fees, Twist agrees that all Deliverables shall, as between the Parties, be the sole and exclusive property of Company. Twist neither represents nor warrants that any intellectual (and/or, where applicable, industrial) property rights in the Deliverables are available and Company shall be solely responsible for obtaining any authorizations, approvals, permits or licenses required from any governmental authority or third party in connection with any use of such Deliverables. Except for Twist

Intellectual Property (as defined below in Section 4.1.2), as between the Parties, Twist agrees to assign and hereby assigns all right, title and interest in and to such Deliverables to Company, and to execute any documents Company may reasonably require relating thereto.

**4.1.2 Twist Ownership.** Twist shall retain all right, title, and interest in and to Twist's intellectual (and, where applicable, industrial) property, technology, trade secrets and know-how developed, created, derived, used, or practiced in connection with the services provided pursuant to this Agreement and any Research Plan, including, without limitation, its Deliverable, product, gene or DNA synthesis, assembly and manufacturing, and any suggestions, improvements or modifications to each of the foregoing (collectively, "**Twist Intellectual Property**"), whether or not developed, created, derived or improved by either Party (alone or jointly with others), and Company agrees to assign and hereby assigns all of its rights, title and interest in and to the Twist Intellectual Property to Twist on a perpetual and worldwide basis. No amounts shall be paid by Twist to the Company as a result of this assignment.

**4.1.3 No Other Rights or Licenses.** No rights or licenses in, to or under either Party's intellectual (and/or, where applicable, industrial) property are granted or provided hereunder, by implication, estoppel or otherwise, except to the extent expressly provided for in this Agreement.

**4.2 License to Company.** In the event Twist incorporates any Twist Intellectual Property into any Deliverables shipped to Company and duly paid for by Company, Twist will grant and does hereby grant to Company a perpetual, non-exclusive, fully paid-up worldwide license to use such Twist Intellectual Property incorporated into such Deliverables solely as incorporated into and solely as necessary to use such Deliverables in accordance with this Agreement. Company is solely responsible for determining if there are any restrictions on use of Deliverables resulting from any third party patents or other proprietary rights.

## **5. CONFIDENTIALITY**

"**Confidential Information**" means any information disclosed by or on behalf of either Party or its representatives (the "**Discloser**") to the other Party or its representatives (the "**Recipient**") pursuant to this Agreement 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: (i) any information that is publicly available or becomes publicly available through no action or inaction of the Recipient; (ii) is in the rightful possession of the Recipient without confidentiality obligations at the time of disclosure by the Discloser to the Recipient as shown by the Recipient's then contemporaneous written files and records kept in the ordinary course of business; or (iii) is obtained by the Recipient from a third party without an accompanying duty of confidentiality and without a breach of such third party's obligations of confidentiality. The Recipient shall: (A) use the Confidential Information of the Discloser solely to exercise its rights and fulfill its obligations under the Agreement and the applicable Research Plan; (B) shall not disclose Discloser's Confidential Information to any third parties other than its own employees, or Twist's subcontractors 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 Discloser's Confidential Information as this Agreement, except with the Discloser's express written consent; and (C) at least take the precautions to protect the secrecy of and avoid disclosure and unauthorized use of the Discloser's Confidential Information that the Recipient employs to protect its own confidential information of a similar nature, but in no event less than reasonable care. All Company Materials shall be Confidential Information of Company. Twist Intellectual Property shall be the Confidential Information of Twist. This Agreement and any other aspects of a Research Plan shall be the Confidential Information of both Parties. If the Recipient becomes legally compelled to disclose any Confidential Information pursuant to applicable law, regulation or SEC reporting obligations, the Recipient will provide the Discloser with prompt written notice, if legally permissible, and disclose only that portion that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all other purposes. Subject to Section 2.2, upon termination or expiration of the Agreement, or upon written request of the Discloser, the Recipient shall promptly return or destroy all documents, notes and other tangible materials representing the Discloser's Confidential Information and all copies thereof (excluding any Confidential Information that is subject to a surviving license granted to the Recipient hereunder); provided, however, that the Recipient may retain a copy of such Confidential Information under conditions of confidentiality solely for (x) legal archival purposes, (y) compliance with the surviving provisions of this Agreement and/or applicable laws and regulations, and (z) any backup electronic archive that is stored as part of Recipient's normal business operations and is not accessible outside of Recipient's information technology department. The Parties expressly acknowledge and agree that any breach or threatened breach of this Section 5 by the Recipient may cause immediate and irreparable harm to the Discloser that may not be adequately compensated by damages. Each Party therefore agrees that in the event of such breach or threatened breach by the Recipient, and in addition to any remedies available at law, the Discloser shall have the right to seek equitable and injunctive relief, without bond or proof of monetary damages, in connection with such a breach or threatened breach.

## **6. LIMITATION AND DISCLAIMER OF WARRANTIES**

THE DELIVERABLES ARE PROVIDED "AS IS" WITHOUT ANY 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 DELIVERABLES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND WARRANTIES REGARDING SECURITY, RESULTS OBTAINED THROUGH THE USE OF ANY DELIVERABLES, AND ANY WARRANTY ARISING FROM A STATUTE, OTHERWISE IN LAW, OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.

## **7. INDEMNIFICATION; LIMITATION OF LIABILITY**

**7.1 By Twist.** Twist shall indemnify, defend and hold harmless Company and its affiliates, and each of their respective directors, officers, and employees (the "**Company 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 Company Indemnitees to the extent resulting from or caused by the gross negligence, recklessness or willful misconduct of Twist Indemnitees; 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 Company Indemnitee.

**7.2 By Company.** Company shall indemnify, defend and hold harmless Twist and its affiliates, and each of its and their directors, officers, employees (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 Company Indemnitee; (b) the use or other exploitation of any Company Materials or Deliverable(s); or (c) the infringement or alleged infringement of any third party intellectual property rights arising from the use of any Company Materials or Deliverable(s); 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.

**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 SECTION 2.1 AND 2.3, (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 COMPANY TO TWIST HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM UNDER WHICH SUCH LIABILITY AROSE OR (II) ONE MILLION US DOLLARS (\$1,000,000).

#### **8. TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and continue thereafter unless terminated pursuant to this Section 8. Either Party may terminate this Agreement at any time with or without cause for its convenience, effective upon ninety (90) days prior written notice to the other Party. Unless Twist terminates this Agreement for cause (including Company's failure to pay Fees), any Research Plans not completed before the effective date of expiration or termination of this Agreement shall survive expiration or termination of this Agreement until completed. Twist shall be entitled to receive and retain all Fees, including but not limited to a percentage of the contracted amounts corresponding to the value of the work performed plus any invoiced amounts, reasonably incurred expenses and materials, and non-cancelable costs, due for any Research Plans in effect at the date of termination of this Agreement. Sections 1.3, 1.5, 2.1-2.3, and 3--10 shall survive any termination of this Agreement. Twist may also terminate for convenience a Research Plan by providing the Company with thirty (30) days prior written notice if Twist determines (in its reasonable sole discretion) a need to do so for biosecurity, biosafety, intellectual property infringement, confidentiality breaches, export restrictions and/or feasibility reasons. Any termination of a Research Plan as described above shall be without penalty or liability to Twist.

#### **9. EXPORT CONTROLS**

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

#### **10. GENERAL PROVISIONS**

Each Party represents and warrants that: (a) it is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction; (b) it has the requisite power and authority to execute, deliver, and perform in accordance with this Agreement; and (c) the execution, delivery and performance of this Agreement do not and shall not conflict with or result in a breach of any provision of any agreement to which it is a party, or violate any applicable laws. This Agreement is governed by the laws of the State of California without reference to any conflict of laws principles. Any dispute, controversy or claim arising from this Agreement which cannot be resolved through direct negotiations shall be resolved by binding arbitration in accordance with and subject to the then applicable rules of the Judicial Arbitration and Mediation Services in the city of San Francisco, California, USA. Judgment upon the award rendered in any such arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and an enforcement, as the law of such jurisdiction may require or allow. Notwithstanding the foregoing, nothing in this section shall prevent either Party from applying to a court of competent jurisdiction for equitable or injunctive relief. Subject to Sections 1.1 and 1.5, 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 to which this Agreement relates. 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 Research Plan or this Agreement. This Agreement, including any Research Plan, 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. No conflicting terms on invoices or other documentation issued between the Parties with respect to a Research Plan shall apply. No modification of or amendment to this Agreement will be effective unless in writing and signed by both Parties. Each Party agrees not to issue any press release or other public statement, whether oral or written, disclosing the terms hereof or any activities under a Research Plan hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), provided however, that neither Party will be prevented from complying with any duty of disclosure it may have pursuant to applicable laws or pursuant to the rules of any recognized stock exchange or quotation system, subject to that Party notifying the other Party of such duty and limiting such disclosure as reasonably requested by the other Party (and giving the other Party sufficient time to review and comment on any proposed disclosure). Company shall not use Twist's logos or trade names for publicity, marketing, or any other external communications without Twist's prior written consent. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute together but one and the same document.

*February 28, 2025*