

ETHICAL BUSINESS PRACTICES

These Ethical Business Practices shall apply to your purchase of products from Twist Bioscience Corporation (individually, and collectively, referred to herein as “us”, “we”, or “our” or “Twist”) 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 the Agreement that explicitly refers to these Ethical Business Practices.

1. The following definition shall apply.

1.1 Public Official shall mean any: (i) government officer or employee; (ii) an officer, director or employee of a government-owned or controlled entity; (iii) a political party official; (iv) a candidate for political office; (v) an officer or employee of an international organization, such as the United Nations; or (vi) a close relative of any of the foregoing.

1.2 Close Relative shall mean (i) spouse; (ii) a parent, child, or sibling; or (iii) the spouse of a parent, child, or sibling.

2. By ordering Products from Twist, you hereby represent and warrant that:

2.1 In carrying out your responsibilities under these Ethical Business Practices and any Agreement with Twist, you and your principals, owners, officers, directors, employees, agents or affiliates shall not, directly or indirectly: (i) pay, offer or promise to pay, or authorize the payment of, any monies or anything of value to any Public Official for the purpose of inducing action or non-action or influencing action by the Public Official, or securing an improper advantage, to assist in obtaining or retaining business for or with, or directing business to, any person; or (ii) pay, offer or promise to pay, or authorize the payment of, any monies or anything of value to any person if the payer, offeror or promisor knows or has reason to know that any part of what has been or is to be paid will be paid, offered or promised to a Public Official for the purpose of inducing action or non-action or influencing action by the Public Official, or securing an improper advantage, to assist in obtaining or retaining business for or with, or directing business to, any person.

2.2 You shall forgo all corrupt activity, including activity forbidden by anti-corruption legal requirements such as the U.S. Foreign Corrupt Practices Act.

2.3 No principal, owner, partner, officer, director, agent or employee of you or of any affiliate of you is or will become a Public Official during the term of any Agreement without prior written approval of Twist.

2.4 You shall ensure that all documents including purchase orders, vouchers, financial settlements, billings and reports submitted by you to Twist accurately reflect the facts about the activities and transactions to which they pertain, and you represent that with respect to any further recording or reporting made by Twist for whatever purpose, Twist may rely upon all such documents and the data therein as being complete and accurate.

3. Twist shall have the right to audit you with respect to your performance under any Agreement and its ownership.

4. You shall provide an annual compliance certification executed by an authorized representative certifying that you are and have over the past year been in compliance with the law and with any Agreement.

5. You shall not subcontract or assign its rights under any Agreement without the express written approval of Twist.

6. In the event that Twist has reason to believe that a breach of any of the representations and warranties of these Ethical Business Practices has occurred or may occur, Twist may withhold further sale of products to you until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur. If Twist cannot confirm that no breach occurred, it may terminate any Agreement in effect with you. Twist shall not be liable to you for any claim, losses or damages related to its decision to withhold products or terminate such Agreement under this provision.

7. In the event that Twist has reason to believe that a breach of any of the representations and warranties of these Ethical Business Practices has occurred or may occur, Twist shall have the right to audit you to satisfy itself that no breach has occurred. Upon request by you, Twist shall select an independent third party to conduct an audit to certify to Twist that no breach has occurred. You shall cooperate fully in any audit conducted by or on behalf of Twist.

8. In the event of a breach of any of the representations or warranties of these Ethical Business Practices, any Agreement you have in effect with Twist shall be void *ab initio* without the requirement of any written notice of cancellation. Any orders of product by you shall be automatically terminated and cancelled, and all products previously provided and not sold shall be forthwith returned by you to Twist. You shall indemnify and hold Twist harmless against any claims, losses or damages arising from or related to such breach or cancellation of an Agreement, or both.

9. As of your purchase of products under any Agreement, you shall be deemed to have, as of that time, again made the representations and warranties set forth in these Ethical Business Practices.

10. In no event shall Twist be obligated under any Agreement to take any action or omit to take any action that Twist believes, in good faith, would cause it to be in violation of any law, including, without limitation, any anti-corruption law such as the U.S. Foreign Corrupt Practices Act.

May 26, 2022