UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

IN RE TWIST BIOSCIENCE CORPORATION DERIVATIVE LITIGATION	Lead Case No. 1:23-cv-01048-MN

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the "Stipulation"), dated October 15, 2026, is entered into by and among: (i) plaintiffs Leo Shumacher ("Plaintiff Shumacher") and Trevor Sell ("Plaintiff Sell") (collectively, the "Plaintiffs"), in the above-captioned consolidated shareholder derivative action (the "Derivative Action"), brought derivatively on behalf of Twist Bioscience Corporation ("Twist" or the "Company"); (ii) nominal defendant Twist; and (iii) individual defendants Emily Leproust, Robert Chess, Nelson C. Chan, Keith Crandell, Jan Johannessen, Xiaoying Mai ("Mai"), Robert Ragusa, Melissa Starovasnik, William Banyai, James Thorburn, and Patrick Weiss ("Weiss") (collectively, the "Individual Defendants," and together with Twist, the "Defendants," and together with Twist and the Plaintiffs, the "Parties").

The Parties, by and through their undersigned counsel, have reached an agreement for the settlement of the claims asserted, or that could have been asserted, in the Derivative Action on the terms set forth below (the "Settlement"). This Stipulation, subject to the approval of the Court, is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all Released Claims (defined herein) upon the terms and subject to the conditions set forth herein.

I. FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiffs' Allegations

Twist is a biotechnology company that develops deoxyribonucleic acid ("DNA") technologies and products, including synthetic DNA and Next Generation Sequencing tools. The

Derivative Action alleges that from December 20, 2018, until November 15, 2022, inclusive (the "Relevant Period"), the Individual Defendants—current or former Company officers and/or members of the Company's Board of Directors (the "Board")—breached their fiduciary duties, violated federal securities laws, and committed other alleged misconduct by, among other things: (1) failing to conduct adequate oversight; (2) causing or permitting the artificial inflation of Twist's gross margins; and (3) intentionally or recklessly making or allowing others to make materially false and misleading statements concerning the effectiveness of the Company's production process. *See* Sell Compl. ¶¶ 1, 7-8.[1]

The Derivative Action alleges that, as a result of the foregoing, the Company's stock price declined, precipitating the filing and subsequent settlement of a related federal securities class action lawsuit captioned *Peters v. Twist Bioscience Corporation et al.*, Case No. 5:22-cv-01868-EKL (N.D. Cal.) on behalf of a class of Twist investors against the Company and certain of its officers (the "Securities Class Action"). *Id.* ¶¶ 12-13.[2]

Defendants deny Plaintiffs' allegations, deny any and all liability alleged in the Derivative Action, and deny that Twist or any Twist stockholder suffered any recoverable damages whatsoever.

B. The Derivative Action

On August 28, 2023, Plaintiff Sell served a books and records inspection demand on the Company pursuant to 8 *Del. C.* § 220 (the "220 Demand"). After entering into a mutually

[1] "Sell Compl. ¶ _" refers to the Verified Stockholder Derivative Complaint filed under seal in *Sell v. Leproust et al.*, Case No. 1:25-cv-01380-MN (the "Sell Action"). ECF. No. 2.

[2] The proposed settlement of the Securities Class Action was preliminarily approved on July 17, 2026, and a final settlement approval hearing is set for November 18, 2026. Securities Class Action, Doc. 168.

negotiated Confidentiality and Non-Disclosure Agreement on October 4, 2023, Twist produced to Plaintiff Sell approximately 1,440 pages of responsive materials (the "220 Documents").

On September 25, 2023, Plaintiff Shumacher filed a verified stockholder derivative complaint in this Court on behalf of nominal defendant Twist against the Individual Defendants (except defendant Weiss), alleging causes of action for violations of Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act"), and under Delaware law for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, unjust enrichment, and waste of corporate assets, captioned *Shumacher v. Leproust, et al.*, Case No. 1:23-cv-01048-MN (the "*Shumacher* Action").

On November 14, 2023, this Court so-ordered a joint stipulation entered into by the parties to the *Shumacher* Action, staying all further proceedings in the *Shumacher* Action pending the resolution of the anticipated motion(s) to dismiss in the Securities Class Action. *Shumacher* Action, ECF No. 7.

On September 3, 2025, the court in the Securities Class Action entered an order granting the defendants' motion to dismiss in part and denying it in part. Securities Class Action, ECF No. 117.

On September 25, 2025, this Court so-ordered a joint stipulation entered into by the parties to the *Shumacher* Action, providing that the stay of all proceedings in the *Shumacher* Action shall remain in effect until the earlier of the final resolution of the Securities Class Action, or the announcement of a settlement in the Securities Class Action. *Shumacher* Action, ECF No. 10.

On November 6, 2025, Plaintiff Shumacher entered into a Confidentiality and Non-Disclosure Agreement with Twist, giving Plaintiff Shumacher access to the 220 Documents obtained by Plaintiff Sell.

On November 13, 2025, Plaintiff Sell filed a verified stockholder derivative complaint that incorporated the 220 Documents under seal in the Court on behalf of nominal defendant Twist against the Individual Defendants (except Defendant Mai), alleging causes of action for breach of fiduciary duty and unjust enrichment under Delaware law, and for violations of Section 10(b) of the Exchange Act, captioned *Sell v. Leproust, et al.*, Case No. 1:25-cv-01380-MN. *Sell* Action, ECF No. 2. On November 20, 2025, Plaintiff Sell filed the public version of his verified stockholder derivative complaint. *Sell* Action, ECF No. 5.

On December 3, 2025, the Court so-ordered a joint stipulation by the Parties: (1) consolidating the *Shumacher* Action and the *Sell* Action into the Derivative Action; (2) appointing Rigrodsky Law, P.A. and Shuman, Glenn & Stecker to serve as Co-Lead Counsel for Plaintiffs; and (3) staying the Derivative Action until the earlier of the final resolution of the Securities Class Action or the announcement of a settlement in the Securities Class Action. Derivative Action, ECF No. 12.

On April 30, 2026, the lead plaintiff in the Securities Class Action filed the Motion for Preliminary Approval of Proposed Class Action Settlement. Securities Class Action, ECF No. 165.

On July 7, 2026, the Court so-ordered a joint stipulation by the Parties, continuing the stay of the Derivative Action pending the Parties' upcoming private mediation, scheduled for July 15, 2026 (the "Mediation"). Derivative Action, ECF No. 14.

On August 31, 2026, the Parties filed a Joint Status Report with the Court, informing the Court that the Parties had reached an agreement-in-principle to settle the Derivative Action, and requesting an Order from the Court setting deadlines for Plaintiff to file the Stipulation and a motion for preliminary approval of the Settlement. *Id.*, ECF No. 16.

On September 1, 2026, the Court entered an Oral Order providing that the executed Stipulation must be filed on or before October 15, 2026, and that a motion for preliminary approval of the Settlement must be filed no later than October 30, 2026. ECF No. 17.

C. Settlement Negotiations and Mediation

The Parties, by and through their undersigned attorneys, engaged in months of good faith, arm's-length discussions and negotiations with regard to the possible resolution of the Derivative Action before agreeing to the Settlement. On March 3, 2026, Plaintiffs served a detailed, formal settlement demand on Defendants, which, in relevant part, contained substantial proposed corporate governance reforms concerning the Company's internal controls and corporate governance practices relating to matters alleged in the Derivative Action. Between April 30, 2026, and June 16, 2026, Plaintiffs and Defendants engaged in extensive settlement negotiations, including through meet and confers and the exchange of numerous settlement proposals and counterproposals.

On July 15, 2026, the Parties participated in the full day, virtual Mediation session overseen by an experienced neutral mediator, Robert A. Meyer, Esq. of JAMS ADR (the "Mediator"), who had previously overseen the mediation and related settlement negotiations in the Securities Class Action and was therefore familiar with the relevant issues and factual allegations. In advance of the Mediation, Plaintiffs and Defendants prepared and exchanged mediation submissions. After extensive arm's-length negotiations conducted with the Mediator's assistance during the Mediation, the Parties reached an agreement in principle on the material terms of the Settlement of the Derivative Action, including a series of agreed-to corporate governance reforms (the "Reforms"), attached hereto as Exhibit A, to be implemented by the Board, subject to Court approval.

After reaching agreement on the principal terms of the Settlement, the Parties commenced negotiations during the Mediation regarding a reasonable amount of attorneys' fees and expenses to be paid by the Individual Defendants' Insurers (defined in ¶ 1.15, *infra*) to Plaintiffs' Counsel (defined in ¶ 1.23, *infra*), subject to Court approval, in consideration for the substantial benefits conferred upon Twist and Current Twist Stockholders (defined in ¶ 1.4, *infra*) by the Settlement. At the conclusion of the Mediation, the Parties accepted the Mediator's double-blind proposal for the Individual Defendants' Insurers to pay $1,000,000 in attorneys' fees and expenses to Plaintiffs' Counsel, subject to Court approval.

II. PLAINTIFFS' CLAIMS AND THE BENEFITS OF THE SETTLEMENT

Plaintiffs and Plaintiffs' Counsel brought their claims in good faith and continue to believe that the claims asserted in the Derivative Action have merit, and Plaintiffs' entry into this Stipulation is not intended to be, and shall not be construed as, an admission or concession concerning the relative strength or merit of the claims alleged in the Derivative Action. However, Plaintiffs and Plaintiffs' Counsel recognize and acknowledge the significant expense, time, and uncertainty inherent in the continued prosecution of their claims in the Derivative Action through trial(s) and any possible subsequent appeal(s). Plaintiffs and Plaintiffs' Counsel have also taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Derivative Action, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Plaintiffs' Counsel are also mindful of the inherent problems of proof of, and possible defenses to, the claims asserted in the Derivative Action. Based on their investigation and evaluation, set forth in more detail *infra*, Plaintiffs and Plaintiffs' Counsel have determined that the Settlement set forth in this Stipulation is in the best interests of Twist and Current Twist Stockholders.

Plaintiffs' Counsel have conducted an extensive investigation and analysis and have undertaken substantial efforts, including, *inter alia*: (1) reviewing and analyzing Twist's press releases, public statements, filings with the U.S. Securities and Exchange Commission (the "SEC"), conference calls, and announcements made by Defendants; (2) reviewing media reports and press releases, securities analysts' reports and advisories, and other public filings about the Company; (3) researching the applicable law with respect to the claims asserted in the Derivative Action and the potential defenses thereto; (4) reviewing and analyzing the Company's Corporate Governance Guidelines, Code of Business Conduct and Ethics, and charters of all Board committees; (5) reviewing and analyzing the pleadings, orders, and other papers filed in the Securities Class Action; (6) reviewing and evaluating the approximately 1,440 pages of confidential 220 Documents; (7) preparing the Section 220 Demand; (8) preparing and filing the respective complaints in the *Shumacher* Action and the *Sell* Action; (9) reviewing the Company's existing corporate governance policies and charters and preparing extensive settlement demands and counters detailing proposed corporate governance reforms relating to the Company's internal controls and corporate governance practices; (10) engaging in settlement negotiations with Defendants' Counsel (defined in ¶ 1.6, *infra*) regarding the specific facts, and perceived strengths and weaknesses of the Derivative Action, and other issues in an effort to facilitate negotiations; (11) preparing a mediation statement and participating in the full-day Mediation session; and (12) negotiating and drafting this comprehensive Stipulation and exhibits thereto.

Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs and Plaintiffs' Counsel believe that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and in the best interests of Twist and Current Twist Stockholders. Each of the Parties recognizes and

acknowledges that the Derivative Action has been initiated, filed, and prosecuted by Plaintiffs in good faith and defended by Defendants in good faith, that the Derivative Action is being voluntarily settled with the advice of counsel, and that the terms of the Settlement are fair, reasonable, and adequate.

III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY AND REASONS FOR SETTLEMENT

Defendants have denied, and continue to deny, any and all of the claims alleged in the Derivative Action, including any allegations of wrongdoing, fault, negligence, liability, or damage to the Plaintiffs, the Company, or the Company's stockholders, including, without limitations: that they engaged in any wrongdoing or violation of law; that they breached any fiduciary duty; that they wasted corporate assets, were unjustly enriched, or aided and abetted any breaches of fiduciary duty; that the Company's disclosures were deficient in any way; that they violated any securities laws; and that they acted in bad faith or improperly in any way. Defendants assert that, at all relevant times, they acted in good faith and in a manner they reasonably believed to be in the best interests of Twist and its shareholders. Defendants maintain that they have meritorious defenses to all claims alleged in the Derivative Action.

Nonetheless, taking into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Derivative Action, Defendants have concluded that further litigation of the Derivative Action could be protracted, burdensome, and expensive, and that it is desirable and beneficial that the claims asserted in, or that could be asserted in, the Derivative Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Stipulation.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Plaintiffs (on behalf of themselves, and derivatively on behalf of Twist), Current Twist Stockholders, and Defendants, by and through their respective undersigned counsel, that, subject to the approval of the Court, in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Derivative Action and the Released Claims shall be finally, fully, and forever compromised, settled and released, and the Derivative Action shall be dismissed with prejudice, as to the Released Persons, upon and subject to the terms and conditions of this Stipulation, as follows:

1. DEFINITIONS

As used in this Stipulation, the following terms have the meanings specified below (with the singular including the plural, and vice versa):

1.1. "Bankruptcy Proceedings" has the meaning set forth in ¶ 7.20 below.

1.2. "Board" has the meaning set forth in Section 1.A above.

1.3. "Court" means the United States District Court for the District of Delaware.

1.4. "Current Twist Stockholders" means all record and beneficial owners of Twist common stock and the representatives, trustees, executors, heirs, administrators, transferees, agents, successors, or assigns of all such owners, immediate or remote, in each case solely in their capacities as stockholders of Twist, who own Twist stock as of the date of the execution of this Stipulation and continue to hold their Twist stock as of the date of the Settlement Hearing.

1.5. "Defendants" has the meaning set forth in the preamble above.

1.6. "Defendants' Counsel" means Munger, Tolles & Olson LLP (as counsel for nominal defendant Twist) and Orrick, Herrington & Sutcliffe LLP (as counsel for all Defendants).

1.7. "Defendants' Released Claims" means all claims or causes of action (including known and Unknown Claims), including, but not limited to, any claims for damages, injunctive relief, attorneys' fees, expert or consulting fees, and any and all other costs, expenses, or liabilities whatsoever, that could be asserted in any forum by any of the Defendants' Releasing Persons against any of the Plaintiffs' Released Persons, arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Derivative Action or the Released Claims. "Defendants' Released Claims" shall not include (1) any claims related to the enforcement of the Settlement or of the Judgment; or (2) any claims by Defendants or any insured to enforce their rights relating to insurance coverage or indemnification, or under any contract.

1.8. "Defendants' Released Persons" means Defendants, Defendants' Counsel, and each and all of their past, present, or future family members, spouses, domestic partners, parents, associates, affiliates, subsidiaries, officers, directors, stockholders, owners, members, representatives employees, attorneys, financial or investment advisors, consultants, underwriters, investment banks or bankers, commercial bankers, insurers, reinsurers, excess insurers, co-insurers, advisors, principals, agents, heirs, executors, trustees, estates, beneficiaries, distributees, foundations, general or limited partners or partnerships, joint ventures, personal or legal representatives, administrators, or any other Person or entity acting or purporting to act for or on behalf of any Defendant or any counsel for any Defendant, and each of their respective predecessors, successors, and assigns.

1.9. "Defendants' Releasing Persons" means Defendants' Released Persons, in each case in the capacities set forth in the definition of "Defendants' Released Persons" above.

1.10. "Derivative Action" has the meaning set forth in the preamble above.

1.11. "Effective Date" means the first date by which all of the events specified in ¶ 6.1 of this Stipulation have been met and have occurred.

1.12. "Fee and Expense Amount" means the agreed-to amount of $1,000,000 to be paid by the Individual Defendants' Insurers to Plaintiffs' Counsel for their attorneys' fees and expense reimbursement, subject to Part IV.3 below and Court approval.

1.13. "Final" means, with respect to any order or Judgment of the Court, that such order or Judgment represents a final and binding determination of all issues within its scope and has not been reversed, vacated, or modified in any way and is no longer subject to appellate review, either because of disposition on appeal and conclusion of the appellate process or because of passage, without action, of time for seeking appellate review. Without limitation, an order or Judgment becomes Final when either: (1) no appeal therefrom has been filed and the time has passed for any notice of appeal to be timely filed therefrom; or (2) an appeal from the Judgment or order has been filed and either: (a) the appellate court has either affirmed the order or Judgment or dismissed that appeal and the time for any reconsideration or further appellate review has passed; or (b) a higher court has granted further appellate review and that court has either affirmed the underlying order or Judgment or affirmed the lower appellate court's decision affirming the Judgment or dismissing the appeal. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to: (1) attorneys' fees, costs, or expenses; or (2) the approval of payment of Service Awards to Plaintiffs, shall not in any way delay or preclude the Judgment from becoming Final.

1.14. "Individual Defendants" has the meaning set forth in the preamble above.

1.15. "Insurers" means the Defendants' insurance carriers and includes their respective reinsurers.

1.16. "Judgment" means the proposed Order and Final Judgment to be entered by the Court approving the Settlement, substantially in the form attached hereto as Exhibit E, or in such other form as may be approved in writing by all of the Parties acting by and through their respective counsel of record.

1.17. "Long Form Notice" means the Notice of Pendency and Proposed Settlement of Derivative Action, a proposed version of which is submitted to the Court for approval and attached hereto as Exhibit C.

1.18. "Notice" means the Long Form Notice and Summary Notice, collectively.

1.19. "Notice and Administration Expenses" has the meaning set forth in ¶ 4.3 below.

1.20. "Parties" has the meaning set forth in the preamble above.

1.21. "Person" or "Persons" means an individual, corporation (including all subsidiaries), limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint venture, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, beneficiaries, trustees, transferees, executors, administrators, predecessors, successors, representatives, or assigns.

1.22. "Plaintiffs" has the meaning set forth in the preamble above.

1.23. "Plaintiffs' Counsel" means (1) Rigrodsky Law, P.A.; (2) Shuman, Glenn & Stecker; (3) Morris Kandinov; and (4) Pomerantz LLP.

1.24. "Plaintiffs' Released Claims" means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, judgments, defenses,

counterclaims, offsets, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, including Unknown Claims, that were asserted or could have been asserted by Plaintiffs or any of Twist's stockholders on behalf of nominal defendant Twist in the Derivative Action or in any other court, tribunal, forum or proceeding, whether based on state, federal, local, foreign, statutory, regulatory, common or other law or rule or principle of equity, and which are based upon, arise out of, or relate in any way to, or involve, directly or indirectly, (1) the actions, inactions, deliberations, disclosures, discussions, decisions, votes, or any other conduct of any kind by any of the Defendants' Released Persons relating in any way to any facts, matters, events, circumstances, claims, or allegations alleged or that could have been alleged in the Derivative Action, or (2) the institution, commencement, prosecution, defense, mediation, or settlement of the Derivative Action. "Plaintiffs' Released Claims" shall not include (1) any claims related to the enforcement of the Settlement or the Judgment; or (2) any securities fraud claims by a class member pursuant to the approved plan of allocation in the Securities Class Action.

1.25. "Plaintiffs' Released Persons" means Plaintiffs, Plaintiffs' Counsel, and each and all of their past, present, or future family members, spouses, domestic partners, parents, associates, affiliates, subsidiaries, officers, directors, stockholders, owners, members, representatives employees, attorneys, financial or investment advisors, consultants, underwriters, investment banks or bankers, commercial bankers, insurers, reinsurers, excess insurers, co-insurers, advisors, principals, agents, heirs, executors, trustees, estates, beneficiaries, distributees, foundations, general or limited partners or partnerships, joint ventures, personal or legal representatives, administrators, or any other Person or entity acting or purporting to act for or on behalf of any

Plaintiff or any counsel for any Plaintiff, and each of their respective predecessors, successors, and assigns, Twist, and Current Twist Stockholders (solely in their capacity as Twist stockholders).

1.26. "Plaintiffs' Releasing Persons" means Plaintiffs' Released Persons (including but not limited to Current Twist Stockholders), in each case in the capacities set forth in the definition of "Plaintiffs' Released Persons" above.

1.27. "Preliminary Approval Order" means the order, substantially in the form attached hereto as Exhibit B, preliminarily approving the Settlement and the form and manner of providing notice to be provided to Current Twist Stockholders, and setting a date for the Settlement Hearing (defined in ¶ 1.35, *infra*).

1.28. "Reforms" has the meaning set forth in Part I.C above.

1.29. "Released Claims" means Defendants' Released Claims and Plaintiffs' Released Claims, collectively.

1.30. "Released Persons" means Defendants' Released Persons and Plaintiffs' Released Persons, collectively.

1.31. "Releasing Persons" means Defendants' Releasing Persons and Plaintiffs' Releasing Persons, collectively.

1.32. "Securities Class Action" has the meaning set forth in Part I.A above.

1.33. "*Sell* Action" means *Sell v. Leproust et al.*, 1:25-cv-01380-MN (D. Del.).

1.34. "Settlement" has the meaning set forth in the preamble above.

1.35. "Settlement Hearing" means the hearing or hearings at which the Court will review the adequacy, fairness, and reasonableness of the Settlement, and whether the payment of the agreed-to Fee and Expense Amount and the Service Awards for Plaintiffs to be drawn therefrom should be approved.

1.36. "Service Awards" has the meaning set forth in ¶ 3.4 below.

1.37. "*Shumacher* Action" has the meaning set forth in Part I.B. above.

1.38. "Summary Notice" means the Summary Notice of Proposed Settlement of Derivative Action, a proposed version of which is submitted to the Court for approval and attached hereto as Exhibit D.

1.39. "Twist" or the "Company" has the meaning set forth in the preamble above.

1.40. "Unknown Claims" means any Released Claim which any of the Releasing Persons does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Claims, including without limitation claims which, if known by him, her, or it, might have affected his, her, or its decision to enter into the Settlement and to provide the releases set forth herein to the Released Persons, or might have affected his, her, or its decision not to object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly waive and relinquish, and each of the other Releasing Persons shall be deemed to have and by operation of the Judgment shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code and any law of any jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Section 1542 reads:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties acknowledge, and each of the other Releasing Persons shall be deemed to have and by operation of the Judgment shall have acknowledged, that they may hereafter discover facts in

addition to or different from those now known or believed to be true by them, with respect to the subject matter of the Released Claims, but it is their intention nevertheless to completely, fully, finally, and forever compromise, settle, release, discharge, and extinguish any and all Released Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which do now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge that the foregoing waiver was separately bargained for and is a key element of the Stipulation of which this release is a part. The Parties further acknowledge that each has had an opportunity to confer with counsel of its choice about all provisions of this Stipulation and its attachments, including the implications of the releases of Unknown Claims and waiver of rights under Section 1542 of the California Civil Code that are set forth herein.

2. TERMS OF THE SETTLEMENT

2.1. Within forty-five (45) days after the Judgment becomes Final, Twist shall adopt the Reforms set forth in Exhibit A attached hereto, which shall remain in effect for no less than four (4) years.

2.2. Twist acknowledges and agrees that the filing, pendency, and settlement of the Derivative Action was the cause of the Company's decision to adopt, implement, and maintain the Reforms set forth in Exhibit A.

2.3. Twist acknowledges and agrees that these Reforms confer substantial benefits on the Company and Current Twist Stockholders and that the Settlement on the terms set forth herein is in all respects fair, reasonable, and adequate, and serves the best interests of the Company and Current Twist Stockholders.

3. PLAINTIFFS' COUNSEL'S FEE AND EXPENSE AMOUNT AND PLAINTIFFS' SERVICE AWARDS

3.1. Prior to negotiating and agreeing upon the Fee and Expense Amount, the Parties negotiated and agreed upon the Reforms to be adopted as part of the Settlement. In consideration of the substantial benefits conferred upon Twist and Current Twist Stockholders as a direct result of the Reforms and Plaintiffs' and Plaintiffs' Counsel's efforts in connection with the Derivative Action, and subject to Court approval, the Individual Defendants' Insurers shall pay to Plaintiffs' Counsel reasonable attorneys' fees and reimbursement of expenses in the amount of one million dollars ($1,000,000).

3.2. The Fee and Expense Amount shall be deposited by the Individual Defendants' Insurers into an escrow account designated by Plaintiffs' Counsel within twenty-one (21) business days after the later of: (1) the date of entry by the Court of the Preliminary Approval Order; or (2) the date on which Plaintiffs' Counsel provides to Defendants' Counsel all information necessary to effectuate a transfer of funds, including, but not limited to, wire instructions, the bank name, address, ABA routing number, account name and number, the name and phone number of an individual authorized to voice confirm the wire instructions, and a signed current Form W-9 reflecting the taxpayer identification number(s) for the account holder. The Fee and Expense Amount, to the extent approved by the Court, shall be released from such escrow account once the Court enters the Judgment and an order approving the Fee and Expense Amount, notwithstanding any potential appeals, to Plaintiffs' Counsel.

3.3. In the event that the Judgment fails to become Final, or if a collateral attack on the Judgment is successful, or if the Settlement is otherwise terminated, or to the extent that the Court does not approve Plaintiffs' Counsel's application for an award of attorneys' fees and costs in the full amount of the Fee and Expense Amount, or to the extent any such award is reduced by the

Court or a higher court, Plaintiffs' Counsel shall refund the Fee and Expense Amount (or the amount by which it is denied or reduced, as applicable) to the Individual Defendants' Insurers within twenty-one (21) days after receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction. Plaintiffs' Counsel's obligations to do so shall be joint and several, without regard to any allocation among Plaintiffs' Counsel of any fees and expenses awarded by the Court.

3.4. Plaintiffs' Counsel may apply to the Court for service awards of up to two thousand dollars ($2,000.00) for each of the two Plaintiffs to be paid from the Fee and Expense Amount in recognition of Plaintiffs' participation and effort in the prosecution of the Derivative Action (the "Service Awards"). Defendants agree to not oppose any application to the Court for the Service Awards.

3.5. Plaintiffs' Counsel shall allocate the Fee and Expense Amount as agreed among themselves. Defendants shall take no position and bear no liability with respect to the allocation of the Fee and Expense Amount among Plaintiffs' Counsel.

3.6. Any order or proceeding (or any portion thereof) relating solely to an award of attorneys' fees and expenses, or any appeal from any order (or any portion thereof) relating thereto or reversal or modification thereof, shall have no effect on the Settlement and shall not operate to terminate or cancel this Stipulation or to affect or delay the finality of the Judgment approving this Stipulation. Except as provided in the Stipulation, Defendants shall bear no other expenses, costs, damages or fees incurred by Plaintiffs, Plaintiffs' Counsel, or any of their attorneys, experts, advisers, agents, or representatives.

4. SETTLEMENT PROCEDURE AND NOTICE

4.1. As soon as practicable, Plaintiffs shall submit this Stipulation together with its exhibits to the Court and move the Court to enter the Preliminary Approval Order, substantially in

the form of Exhibit B hereto, requesting: (1) preliminary approval of the Settlement; (2) approval of the form and manner of providing Notice of the Settlement (as set forth in ¶ 4.2, *infra*); and (3) a date and time for the Settlement Hearing, as well as deadlines for the submission of papers in support of Settlement and for objections to the Settlement.

4.2. Within ten (10) business days after the entry of the Preliminary Approval Order, Twist shall: (1) post a copy of the Long Form Notice and the Stipulation (and exhibits thereto) on the "Investor Relations" portion of Twist's website and maintain the documents there through the date of the Settlement Hearing; and (2) issue a press release with the Summary Notice. The Long Form Notice and the Summary Notice shall contain a link to the Company's Investor Relations webpage where the Long Form Notice and Stipulation (and exhibits thereto) will be available.

4.3. Twist shall be solely responsible for all costs and expenses related to disseminating the Notice ("Notice and Administration Expenses") regardless of the form or manner of notice ordered by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiffs, any other Twist shareholder, the Individual Defendants, or any of their attorneys (including Plaintiffs' Counsel) be responsible for any Notice and Administration Expenses.

4.4. The Parties agree that the content in the proposed Summary Notice (Ex. C) and Long Form Notice (Ex. D) and the manner of disseminating the Notice as set forth herein, constitutes adequate and reasonable notice to Current Twist Stockholders pursuant to applicable law and due process.

4.5. No later than twenty-one (21) days before the Settlement Hearing, Defendants' Counsel shall serve on Plaintiffs' counsel in the Derivative Action and file with the Court an

appropriate declaration confirming compliance with the form of the Notice and dissemination of the Notice as approved by the Court.

4.6. Plaintiffs' Counsel will request that, at least fifty-five (55) days after the entry of the Preliminary Approval Order, the Court hold the Settlement Hearing and approve the Settlement of the Derivative Action as set forth herein and enter a Judgment substantially in the form attached hereto as Exhibit E: (1) approving the terms of the Settlement as fair, reasonable, and adequate, including the payment of Fee and Expense Amount in the amount agreed to by the Parties to Plaintiffs' Counsel and Service Awards for the Plaintiffs to be drawn therefrom; and (2) dismissing with prejudice the Derivative Action and releasing all Released Claims against any and all Released Persons.

4.7. Plaintiffs shall request in the Preliminary Approval Order that, pending the Court's determination as to final approval of the Settlement, Plaintiffs and Current Twist Stockholders be barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any Released Claims against any of the Released Persons. The Parties shall request that the current proceedings in the Derivative Action, including any deadlines or filing requirements, except to consummate the Settlement, be suspended.

5. RELEASES

5.1. Upon the Effective Date, Plaintiffs' Releasing Persons shall be deemed to have, and by operation of the Judgment, and to the fullest extent permitted by law, shall have, fully, finally, and forever released, compromised, settled, resolved, relinquished, waived, and discharged the Plaintiffs' Released Claims against the Defendants' Released Persons. Plaintiffs' Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, covenanted not to

sue any Defendants' Released Persons with respect to any Plaintiffs' Released Claims, and shall be permanently barred and enjoined from instituting, commencing or prosecuting any Plaintiffs' Released Claims against any Defendants' Released Persons except to enforce the releases and other terms and conditions contained in the Settlement and/or the Judgment.

5.2. Upon the Effective Date, Defendants' Releasing Persons shall be deemed to have, and by operation of the Judgment, and to the fullest extent permitted by law, shall have, fully, finally, and forever released, compromised, settled, resolved, relinquished, waived, and discharged the Defendants' Released Claims against the Plaintiffs' Released Persons. Defendants' Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, covenanted not to sue any Plaintiffs' Released Persons with respect to any Defendants' Released Claims, and shall be permanently barred and enjoined from instituting, commencing or prosecuting any Defendants' Released Claims against any Plaintiffs' Released Persons except to enforce the releases and other terms and conditions contained in the Stipulation and/or the Judgment.

6. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

6.1. The Settlement shall not become effective until the first date upon which all of the following conditions have been satisfied, unless one or more of the conditions is expressly waived in writing by counsel for each of the Parties:

A. Court approval of the content of the Notice and method of providing Notice, and the subsequent dissemination of the Notice to Current Twist Stockholders;

B. Court entry of the Judgment;

C. Deposit of the Fee and Expense Amount into escrow in accordance with Section IV.3; and

D. The passing of the date upon which the Judgment becomes Final.

6.2. This Stipulation shall be automatically canceled and terminated, unless counsel for the Parties mutually agree in writing to proceed with the Stipulation, upon occurrence of any of the following: (1) the Court declines to enter the Judgment; or (2) some other event occurs that affirmatively prevents the Judgment from becoming Final.

6.3. If this Stipulation is canceled and terminated per the terms of ¶ 6.2 above or otherwise as set forth herein, then: (1) all Parties shall be restored to their respective positions in the Derivative Action as of the date of this Stipulation; (2) all releases delivered in connection with this Stipulation shall be null and void, except as otherwise provided for in this Stipulation; (3) the Fee and Expense Amount paid to Plaintiffs' Counsel shall be refunded and returned to the Individual Defendants' Insurers within twenty-one (21) days; and (4) all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties, shall not be deemed or construed to be an admission by a Party of any act, matter, or proposition, and shall not be used in any manner for any purpose in any subsequent proceeding in the Derivative Action, or in any other action or proceeding. In such event, except as expressly provided herein, the terms and provisions of this Stipulation shall have no further force and effect and shall not be used in the Derivative Action or in any other proceeding for any purpose. For avoidance of doubt, no order of the Court or modification or reversal on appeal of any order of the Court concerning the Fee and Expense Amount shall operate to terminate or cancel this Stipulation or constitute grounds for cancellation or termination of the Stipulation.

7. MISCELLANEOUS PROVISIONS

7.1. The Parties: (1) acknowledge that it is their intent to consummate this Settlement as set forth in this Stipulation; and (2) agree to act in good faith and to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and

to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation. In the event that any dispute arises between the Parties regarding such efforts, they shall attempt to resolve the dispute in good faith.

7.2. In the event that any part of the Settlement is found to be unlawful, void, unconscionable, or against public policy by a court of competent jurisdiction, the remaining terms and conditions of the Settlement shall remain intact.

7.3. The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Derivative Action and any and all of the Released Claims.

7.4. Nothing in this Stipulation, or any other settlement-related documents or communications, constitutes an admission that any claim which was brought or could have been brought in the Derivative Action has or lacks any merit whatsoever, or that Defendants have committed or engaged in any violation of law or wrongdoing whatsoever.

7.5. Except as expressly provided herein (*e.g.*, the releases of the Released Claims), this Stipulation shall not be deemed to prejudice any of the positions of any of the Parties.

7.6. Neither the Stipulation nor the Settlement, nor any of its terms or provisions, nor entry of the Judgment, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement, is, may be construed as, or may be used as evidence of the validity of any of the Released Claims or an admission by or against any of the Defendants of any fault, wrongdoing, or concession of liability whatsoever.

7.7. The Released Persons may file the Stipulation and/or the Judgment in any action or proceeding that has or may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, full faith and credit, release, good faith

settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

7.8. Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

7.9. Except as expressly provided herein, this Stipulation and the Settlement embodied herein may not be terminated, modified, or amended, except by an agreement in writing signed by the Parties (or their respective successors-in-interest) or their respective counsel.

7.10. This Stipulation shall be construed as if the Parties collectively prepared it, and any uncertainty or ambiguity shall not be interpreted against any of the Parties.

7.11. This Stipulation and the exhibits attached hereto contain the entire understanding of the Parties concerning the subject matter hereof and supersede any and all prior agreements, discussions, or negotiations of the Parties, whether oral or in writing.

7.12. The exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference. In the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit hereto, the terms of this Stipulation shall prevail.

7.13. Plaintiffs' Counsel are expressly authorized by Plaintiffs (derivatively on behalf of Twist) to take all appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms and also are expressly authorized by Plaintiffs to enter into any modifications or amendments to the Stipulation which they deem appropriate on behalf of the Plaintiffs.

7.14. Each counsel or other Person executing the Stipulation, its exhibits, or any related Settlement document on behalf of a Party hereby warrants that such Person has the full authority

to do so on behalf of that Party, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms, without requiring additional consent, approval, or authorization of any other Person, board, entity, tribunal, or other regulatory or governmental authority.

7.15. The Parties agree not to contest that each Party and their counsel have complied fully with the applicable requirements of good faith litigation and that no action, allegation, position taken, or filing was undertaken or made in bad faith or in violation of Rule 11 of the Federal Rules of Civil Procedure.

7.16. The Stipulation may be executed in one or more counterparts with the same effect as if all Parties had executed the same document. All executed counterparts shall be construed together and shall constitute one instrument. A complete set of executed counterparts, either originally executed or copies thereof, shall be filed with the Court. A facsimile or electronic (*e.g.*, PDF format or Docusign) copy of this Settlement as executed shall be deemed an original.

7.17. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and the Parties submit to the jurisdiction of the Court solely for purposes of implementing and enforcing the Settlement embodied in the Stipulation and Judgment, and for matters or disputes arising out of or relating to the Settlement.

7.18. The construction, interpretation, and enforcement of this Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the choice-of-laws principles thereof.

7.19. Counsel for the Parties agree to reasonably cooperate with one another in seeking Court approval of the Settlement, as embodied in this Stipulation, and to use best efforts to

promptly agree upon and execute all such other documentation as may be reasonably required to obtain Final approval by the Court of the Settlement.

7.20. In the event any proceedings by or on behalf of Twist, whether voluntary or involuntary, are initiated under any chapter of the United States Bankruptcy Code, including an act of receivership, asset seizure, or similar federal or state law action ("Bankruptcy Proceedings"), the Parties agree to use their reasonable best efforts to obtain all necessary orders, consents, releases, and approvals for effectuation of this Stipulation in a timely and expeditious manner. In the event of any Bankruptcy Proceedings by or on behalf of Twist, the Parties agree that all dates and deadlines set forth herein will be extended for such periods of time as are necessary to obtain necessary orders, consents, releases, and approvals from the bankruptcy court to carry out the terms and conditions of the Stipulation.

7.21. Any planned, proposed, or actual sale, merger, or change-in-control of Twist shall not void this Stipulation. The Stipulation shall run to the Parties' respective successors-in-interest. In the event of a planned, proposed, or actual sale, merger, or change-in-control of Twist, the Parties shall continue to seek Court approval of the Settlement expeditiously, including without limitation the Settlement terms reflected in this Stipulation and the Fee and Expense Amount.

7.22. Neither the Settlement nor any of its terms is intended to or shall be construed as an admission or evidence of any violation of any law or admission as to the truth of any allegation.

7.23. The following exhibits are annexed hereto and incorporated herein by reference:

(a) Exhibit A: Reforms;

(b) Exhibit B: Preliminary Approval Order;

(c) Exhibit C: Long Form Notice;

(d) Exhibit D: Summary Notice; and

(e) Exhibit E: Order and Final Judgment.

IN WITNESS WHEREOF, IT IS HEREBY AGREED by the undersigned as of the date noted above.

[signature pages to follow]

Dated: October 15, 2026

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Counsel for Defendants and Nominal Defendant Twist Bioscience Corporation

Exhibit A

Duties and Responsibilities of Twist's Board of Directors (the "Board")

- The Board shall ensure that a majority of the members of the Board shall be "independent" directors, as defined by NASDAQ requirements.
- The independent directors of the Board shall meet in executive session at least four (4) times annually outside the presence of any director who serves as an officer of the Company.
- Board materials shall be sent to Board members one week in advance (unless not practicable) to ensure the Board's ability to meaningfully discuss and address matters at each Board meeting.

Duties and Responsibilities of the Audit Committee

- The Audit Committee shall meet with the Company's outside auditors at least four (4) times annually, before the filing of the Company's quarterly and annual reports with the SEC.
- The Audit Committee shall be responsible for overseeing the integrity of the Company's financial statements and monitoring the Company's accounting practices and reporting.
- The Audit Committee shall meet with management and the independent auditor to discuss the annual financial statements and significant issues encountered in the course of the audit work, including the adequacy of internal controls.
- The Audit Committee shall meet quarterly with an appropriate subcommittee of the Disclosure Committee to supervise the Company's disclosure function and to review any financial statements issued by the Company for accurate disclosures.
- The Audit Committee shall receive quarterly updates from the Company's Chief Ethics & Compliance Officer in order to assist the Audit Committee with its oversight responsibilities.
- The meeting minutes of the Audit Committee shall be maintained for no less than seven (7) years.

Duties and Responsibilities of the Disclosure Committee

- The Company shall maintain a management-level Disclosure Committee appointed to assist the Company's officers and directors to fulfill the Company's and their responsibilities regarding (i) the identification and disclosure of material information about the Company; and (ii) the accuracy, completeness, and timeliness of the Company's financial reports.
- The responsibilities of the Disclosure Committee shall include: (i) evaluating the effectiveness of the Company's "disclosure controls and procedures," as defined by Rule 13a-15 under the Securities Exchange Act of 1934 (the "Exchange Act"); (ii) ensuring that the information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms; (iii) reviewing the Company's Annual Reports on Form 10-K, Quarterly

Reports on Form 10-Q, Current Reports on Form 8-K, proxy statements and annual reports to stockholders, and other disclosure documents (including press releases, corporate website postings, or other public communications).

- No Board member shall serve on the Disclosure Committee.
- The Disclosure Committee shall meet at least four times per year prior to the preparation and filing of the Company's annual and quarterly reports with the SEC, with the option of holding additional meetings at such times as deemed appropriate.
- The Disclosure Committee shall adopt a formal charter, which is attached hereto as an Exhibit 1.
- The Disclosure Committee shall have full access to company books and records.

Duties and Responsibilities of the Nominating and Corporate Governance Committee ("NCGC")

- The Company's Corporate Governance Guidelines shall be revised to provide for mandatory evaluation of the effectiveness of the Board's governance and oversight procedures in director questionnaires prepared by the NCGC. The questionnaires shall address the adequacy and timeliness of information and advisory resources made available to the Boards' members; the adequacy of time provided to members for fact-finding, consultations with management, and deliberations; and the Chairperson's effectiveness, among other matters. The NCGC will review the results and prepare summaries and recommendations for improvements to the whole Board and any relevant committees.
- The NCGC shall meet with each prospective new Board member prior to his or her nomination to the Board and then recommend whether such individual shall be nominated for membership to the Board. Final approval of a candidate shall be determined by the full Board.
- The NCGC shall ensure that the Company's Corporate Governance Guidelines and its charter are publicly available on its website or otherwise.

Chief Compliance Officer

- The Company shall have a Chief Compliance Officer. This may be satisfied by having a Chief Ethics & Compliance Officer. The Chief Compliance Officer (or Chief Ethics & Compliance Office) need not be separate from the Chief Legal Officer.
- The CCO's duties shall include, but not be limited to, oversight and administration of Twist's corporate governance policies, fostering a culture that integrates compliance and ethics into business processes and practices through awareness and training, maintaining and monitoring a system for accurate public and internal disclosures, reporting and investigating potential compliance and ethics concerns, managing and overseeing the Company's compliance with the federal securities laws, and updating the Audit Committee and Board as needed.

Compensation Recovery Policy

- The Company's Compensation Recovery Policy shall include Compensation Committee discretion over recovery methods, a scoping framework, a three-year lookback concept, impracticability exceptions, a no-indemnification provision, an executive officer definition, and amendment authority.

Exhibit 1

TWIST BIOSCIENCE CORPORATION

DISCLOSURE COMMITTEE

CHARTER

(Adopted and approved on [__], 2026)

I. Purpose

The Disclosure Committee (the "**Committee**") of Twist Bioscience Corporation (the "**Company**") is a management-level Committee appointed to assist the Company's Chief Executive Officer and Chief Financial Officer (collectively, the "**Senior Officers**") fulfill the Company's and their responsibilities regarding (i) the identification and disclosure of material information about the Company and (ii) the accuracy, completeness and timeliness of the Company's financial reports.

It is the Company's policy that all public disclosures made by the Company should (i) be accurate, complete and timely, (ii) fairly present, in all material respects, the Company's financial condition, results of operations and cash flows, and (iii) meet any other legal, regulatory or stock exchange requirements.

II. Composition

The members of the Committee will be comprised of the following:

- The chief financial officer;
- The general counsel (or an officer with equivalent responsibilities);
- Senior in-house corporate counsel with responsibility for disclosure matters who reports to the general counsel;
- The controller;
- The most senior employee of the Company managing the Company's securities filing obligations with the Securities and Exchange Commission (the "**SEC**");
- The chief ethics and compliance officer (if other than the general counsel);
- The chief investor relations officer (or an officer with equivalent responsibilities);
- Other officers or employees, including individuals associated with the business units, as the Company deems appropriate; and

- Other officers or employees as the Company deems appropriate, which may include representatives from the Company's internal audit, tax and human resources functions.

The Committee may designate two or more individuals, at least one of whom shall be knowledgeable about financial reporting and another about law, who can, acting together, review Disclosure Statements (as defined below) when time does not permit full Committee review.

No Board member may serve on the Committee.

The Senior Officers at their option may, at any time and from time to time, assume any or all of the responsibilities of the Committee identified in this Charter, including, for example, approving Disclosure Statements when time does not permit the full Committee (or the designated individuals) to meet or act.

III. Responsibilities

Subject to the supervision and oversight of Senior Officers, the Committee shall be responsible for the following tasks:

- Review and, as necessary, help revise the Company's controls and other procedures as defined by Rule 13a-15 of the Securities Exchange Act of 1934 ("**Disclosure Controls and Procedures**") to ensure that (i) information required by the Company to be disclosed to the SEC, and other written information that the Company will disclose to the public is recorded, processed, summarized and reported accurately and on a timely basis, and (ii) such information is accumulated and communicated to management, including the Senior Officers, as appropriate to allow timely decisions regarding required disclosure.

- Assist in documenting, and monitoring the integrity and evaluating the effectiveness of the Disclosure Controls and Procedures.

- Review the Company's (i) Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K, proxy statement, material registration statements, and any other information filed with the SEC (collectively, the "**Reports**"), (ii) press releases containing financial information, earnings guidance, forward-looking statements, information about material transactions, or other information material to the Company's security holders, (iii) correspondence publicly and broadly disseminated to stockholders, and (iv) other relevant communications or presentations (collectively, the "**Disclosure Statements**").

- Participate in discussions and make recommendations to the Senior Officers regarding decisions related to materiality of information and determination of disclosure obligations with respect to the Disclosure Statements.

- Discuss information relative to the Committee's responsibilities and proceedings, including (i) the preparation of the Disclosure Statements and (ii) the evaluation of the effectiveness of the Disclosure Controls and Procedures.

- Provide a certification to the Senior Officers prior to the filing with the SEC of each periodic report as to certain of the items required to be certified by the Senior Officers.

Other Responsibilities

The Committee shall have such other responsibilities, consistent with the Committee's purpose, as any Senior Officer may assign to it from time to time.

Disclosure Control Considerations

The Committee shall base the review and revision of the Disclosure Controls and Procedures on the following factors:

- *Control Environment*: The directives of the Board and Audit Committee; the integrity and ethical values of the Company's officers and employees, including the "tone at the top"; the Company's Code of Business Conduct and Ethics; and the philosophy and operating style of management, including how employees are organized and how authority is delegated.

- *Risk Assessment*: The identification and analysis of relevant risks to achieving the goal of accurate and timely disclosure, forming a basis for determining how the risks should be managed.

- *Control Activities*: The procedures to ensure that necessary actions are taken to address and handle risks to achievement of objectives.

- *Information and Communication*: The accumulation, delivery and communication of financial information throughout (i.e., up, down and across) the organization.

- *Monitoring*: The assessment of the quality of the financial reporting systems over time through ongoing monitoring and separate evaluations, including through regular management supervision and reporting of deficiencies upstream.

IV. Meetings and Procedures

A. Meetings.

- The Committee will set its own schedule of meetings and will meet at least four times per year prior to the filing of the Company's annual and quarterly reports with the SEC, with the option of holding additional meetings at such times as it deems necessary or appropriate. The chairperson of the Committee shall preside at each meeting. The chairperson will approve the agenda for the Committee's meetings and any other member may suggest items for consideration. If a chairperson is not designated or present, an acting chair may be designated by the Committee members present. The Committee will maintain written minutes of its meetings.

- The Committee may invite to its meetings any director, officer or employee of the Company and such other persons as it deems appropriate in order to carry out its responsibilities.

B. Full Access

The Committee shall have full access to all of Company's books, records, assets, facilities and personnel, including the internal auditors, in connection with fulfilling its responsibilities.

C. Charter Review

The Committee shall review and assess this Charter annually, and recommend any proposed changes to the Senior Officers for approval.

Exhibit B

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

IN RE TWIST BIOSCIENCE CORPORATION DERIVATIVE LITIGATION	Lead Case No. 1:23-cv-01048-MN

[PROPOSED] ORDER PRELIMINARILY APPROVING DERIVATIVE SETTLEMENT AND PROVIDING FOR NOTICE

WHEREAS, a Stipulation and Agreement of Settlement (the "Stipulation") was made and entered into as of October 15, 2026, by and among: (1) plaintiffs Leo Shumacher ("Plaintiff Shumacher") and Trevor Sell ("Plaintiff Sell") (collectively, the "Plaintiffs"), in the above-captioned consolidated shareholder derivative action (the "Derivative Action"), brought derivatively on behalf of Twist Bioscience Corporation ("Twist" or the "Company"); (2) nominal defendant Twist; and (3) individual defendants Emily Leproust, Robert Chess, Nelson C. Chan, Keith Crandell, Jan Johannessen, Xiaoying Mai, Robert Ragusa, Melissa Starovasnik, William Banyai, James Thorburn, and Patrick Weiss (the "Individual Defendants," and together with Twist, the "Defendants," and together with Twist and the Plaintiffs, the "Parties"), which sets forth the terms and conditions of the proposed settlement of the Derivative Action, subject to review and approval by this Court pursuant to Rule 23.1 of the Federal Rules of Civil Procedure upon notice to Current Twist Stockholders (as defined in the Stipulation);

NOW, upon application of the Parties to the Derivative Action, after review and consideration of the Stipulation filed with the Court and the exhibits annexed thereto,

IT IS HEREBY ORDERED this ___ day of _____, 2026, as follows:

1. Except for the terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for the purposes of this order.

2. The Court hereby preliminarily approves the Settlement, as embodied in the Stipulation and exhibits attached thereto, subject to further consideration at the Settlement Hearing (defined herein) to be held as described below.

3. A hearing (the "Settlement Hearing") shall be held on _____, 202_, at _____ a.m./p.m., at the United States District Court for the District of Delaware to, among other things: (1) determine whether the proposed Settlement, on the terms and conditions provided for in the Stipulation, is fair, reasonable, and adequate and in the best interests of Twist and all Current Twist Stockholders; (2) determine whether the Court should finally approve the Settlement and enter the Order and Final Judgment, substantially in the form attached as Exhibit E to the Stipulation, dismissing the Derivative Action with prejudice against Defendants, and extinguishing and releasing the Released Claims as against the Released Persons; (3) consider whether to approve the payment of a Fee and Expense Amount in the amount agreed to by the Parties to Plaintiffs' Counsel and Service Awards for the Plaintiffs to be drawn therefrom; and (4) consider any other matters that may properly be brought before the Court in connection with the Settlement.

4. The Settlement Hearing may be adjourned by the Court from time to time without further notice to Current Twist Stockholders other than by announcement at the Settlement Hearing or other adjournment thereof, or a notation on the docket in the Derivative Action.

5. The Court reserves the right to approve the Settlement at or after the Settlement Hearing, with such modifications as may be consented to by the Parties, and without further notice to the Current Twist Stockholders. The Court retains jurisdiction over the Derivative Action to consider further applications arising out of or connected with the proposed Settlement.

6. The Court approves, as to form and content, the Summary Notice, attached as Exhibit D to the Stipulation, and the Long Form Notice, attached as Exhibit C to the Stipulation,

as (1) the best notice practicable under the circumstances; (2) notice that is reasonably calculated, under the circumstances, to apprise Current Twist Stockholders of the pendency of the Derivative Action, the effect of the proposed Settlement (including the releases of the Released Claims to be provided thereunder), Plaintiffs' Counsel's Fee and Expense Amount in connection with the Settlement, Current Twist Stockholders' rights to object to any aspect of the Settlement and to appear at the Settlement Hearing; (3) due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (4) satisfying the requirements of Rule 23.1 of the Federal Rules of Civil Procedure and due process, and all other applicable law and rules. The date and time of the Settlement Hearing shall be included in the Summary Notice and Long Form Notice when they are distributed.

7. No later than ten (10) business days after the entry of this Preliminary Approval Order (the "Notice Date"), Twist shall: (i) post the Long Form Notice and the Stipulation (and exhibits thereto) on the Investor Relations page of Twist's website and maintain the documents there until after the Settlement Hearing; and (ii) issue the Summary Notice via a press release with a link to the Company's Investor Relations webpage where the Long Form Notice and Stipulation (and exhibits thereto) will be posted and available.

8. Twist shall pay any and all costs and expenses related to providing notice of the proposed Settlement ("Notice and Administration Expenses") as set forth above, regardless of the form or manner of notice ordered by the Court, regardless of whether the Court approves the Settlement, and regardless of whether the Effective Date of the Settlement fails to occur. In no event shall Plaintiffs, any other Twist shareholder, the Individual Defendants, or any of their attorneys (including Plaintiffs' Counsel) be responsible for any Notice and Administration Expenses.

9. No later than twenty-one (21) days before the Settlement Hearing, Defendants' Counsel shall serve on Plaintiffs' Counsel in the Derivative Action and file with the Court an appropriate declaration with respect to dissemination of Notice of the Settlement.

10. As set forth in the Long Form Notice, any Current Twist Stockholder who continues to own shares of Twist common stock through the date of the Settlement Hearing and who objects to the proposed Settlement, the proposed Judgment to be entered in connection with the Settlement, or the proposed Fee and Expense Amount for Plaintiffs' Counsel, or who otherwise wishes to be heard ("Objector"), may appear in person or by his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Judgment to be entered thereon, unless he, she, or it has, no later than fourteen (14) days before the Settlement Hearing (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), filed written objections with the Court and sent by hand or first class mail, postage pre-paid to Plaintiffs' Counsel, Defendants' Counsel, and the Clerk of Court at the following addresses:

Plaintiffs' Counsel
Herbert W. Mondros
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Clerk of Court
United States District Court
District of Delaware
844 North King Street, Unit 18
Wilmington, DE 19801-3570
Telephone: (302) 573-6170

11. Any objections must: (1) state whether the Objector intends to appear at the Settlement Hearing; (2) provide the Objector's name, legal address, and telephone number; (3) provide proof of being a Current Twist Stockholder as of the date of the execution of the Stipulation and representation that the Objector will continue to own Twist stock as of the date of the Settlement Hearing; (4) the dates the Objector acquired Twist shares and the number of shares held; (5) a detailed statement of the Objector's specific position with respect to the matters to be heard at the Settlement Hearing, including a statement of each objection being made; and (6) provide the grounds for each objection or the reason for the Objector's desire to appear and to be heard. The Parties are authorized to request from any Objector additional information or documentation sufficient to prove his, her, or its holdings of Twist common stock.

12. Any Person who fails to object in the manner prescribed above shall be deemed to have waived such objection (including the right to appeal), unless the Court in its discretion allows such objection to be heard at the Settlement Hearing, and shall forever be barred from raising such objection in this Derivative Action or any other action or proceeding or otherwise contesting the Settlement, the proposed Fee and Expense Amount for Plaintiffs' Counsel, or any other matter related to the Settlement, in the Derivative Action or any other action or proceeding, and will otherwise be bound by the Judgment to be entered and the releases to be given.

13. The Plaintiffs shall file and serve a motion for final approval of the proposed Settlement and the Fee and Expense Amount on or before forty-five (45) days prior to the date set

herein for the Settlement Hearing. If Objectors seek to file objections to the Settlement, they shall do so on or before fourteen (14) days before the Settlement Hearing. Any reply papers in support of the motion for final Settlement approval, the Fee and Expense Amount, or in response to any objections, are to be filed with the Court no later than seven (7) days prior to the Settlement Hearing.

14. If the Settlement is approved by the Court at or following the Settlement Hearing, the Court shall enter the Judgment substantially in the form attached to the Stipulation as Exhibit E.

15. In the event that the Settlement is terminated in its entirety pursuant to the terms of Stipulation, the Settlement and the Stipulation shall be canceled and terminated; this Preliminary Approval Order (except as otherwise provided by the Stipulation) shall become null and void and be without prejudice to the rights of the Parties and Current Twist Stockholders; and all proceedings in, and parties to, the Derivative Action shall revert to their status in the Derivative Action as of the date of the Stipulation.

16. All discovery and other proceedings in the Derivative Action (except as may be necessary to carry out the terms and conditions of the proposed Settlement) are hereby stayed and suspended until further order of the Court. Except as provided in the Stipulation, pending final determination of whether the Stipulation should be approved, all parties to the Derivative Action are hereby enjoined against instituting, commencing, prosecuting, continuing, or in any way participating in, whether directly, representatively, individually, derivatively on behalf of Twist, or in any other capacity, any action or other proceeding asserting any Released Claims against the Released Persons, and all Current Twist Stockholders to the extent they are acting, or purporting to act, derivatively on behalf of Twist, are hereby enjoined against instituting, commencing,

prosecuting, continuing, or in any way participating in any action or other proceeding asserting any Released Claims against any of the Released Persons.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to anyone other than the parties to the Derivative Action and any Objectors.

Dated: _____

_____
U.S.D.J.

Exhibit C

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

IN RE TWIST BIOSCIENCE CORPORATION DERIVATIVE LITIGATION	Lead Case No. 1:23-cv-01048-MN

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF DERIVATIVE ACTION

TO: ALL CURRENT RECORD HOLDERS AND BENEFICIAL OWNERS OF TWIST BIOSCIENCE CORPORATION ("TWIST" OR THE "COMPANY") COMMON STOCK AS OF _____, 2026 (THE "RECORD DATE").

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT AND DISMISSAL OF STOCKHOLDER DERIVATIVE LITIGATION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE APPROVAL OF THE PROPOSED SETTLEMENT AND PURSUING THE RELEASED CLAIMS.

IF YOU HOLD TWIST COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

THE COURT HAS MADE NO FINDINGS OR DETERMINATIONS CONCERNING THE MERITS OF THE DERIVATIVE ACTION. THE RECITATION OF THE BACKGROUND AND CIRCUMSTANCES OF THE SETTLEMENT CONTAINED HEREIN DOES NOT CONSTITUTE THE FINDINGS OF THE COURT. IT IS BASED ON REPRESENTATIONS MADE TO THE COURT BY COUNSEL FOR THE PARTIES.

THE DERIVATIVE ACTION IS NOT A "CLASS ACTION." THUS, THERE IS NO COMMON FUND UPON WHICH YOU CAN MAKE A CLAIM FOR MONETARY PAYMENT.

THERE IS NO PROOF OF CLAIM FOR SHAREHOLDERS TO SUBMIT IN CONNECTION WITH THIS SETTLEMENT, AND, IF YOU DO NOT OBJECT TO THE PROPOSED SETTLEMENT DESCRIBED IN THIS

NOTICE, YOU ARE NOT REQUIRED TO TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

Notice is hereby provided to you of the proposed Settlement[1] of the above-captioned derivative action (the "Derivative Action"). This Notice is provided by order of the United States District Court for the District of Delaware (the "Court"). It is not an expression of any opinion by the Court. It is to notify current shareholders of the terms of the proposed Settlement of the Derivative Action.

I. WHY THIS NOTICE HAS BEEN POSTED

This notice (the "Notice") is intended to notify Current Twist Stockholders of the proposed Settlement of the above-captioned derivative action styled *In re Twist Bioscience Corporation Derivative Litigation*, Lead Case No. 1:23-cv-01048-MN (D. Del.). The following parties, through their respective counsel, have agreed upon terms to settle the Derivative Action and have signed the written Stipulation setting forth the terms of the Settlement: (1) plaintiffs Leo Shumacher ("Plaintiff Shumacher") and Trevor Sell ("Plaintiff Sell") (collectively, the "Plaintiffs"), in the Derivative Action, brought derivatively on behalf of Twist; (2) nominal defendant Twist; and (3) individual defendants Emily Leproust, Robert Chess, Nelson C. Chan, Keith Crandell, Jan Johannessen, Xiaoying Mai ("Mai"), Robert Ragusa, Melissa Starovasnik, William Banyai, James Thorburn, and Patrick Weiss ("Weiss") (collectively, the "Individual Defendants," and together with Twist, the "Defendants," and together with Twist and the Plaintiffs, the "Parties"). Subject to the approval of the Court and the terms and conditions expressly provided therein, the Stipulation is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims.

[1] The capitalized terms used in this Notice not otherwise defined herein are defined in the Stipulation and Agreement of Settlement ("Stipulation") (dated October 15, 2026).

On _____, 202_, the Court will hold a hearing (the "Settlement Hearing"). The purpose of the Settlement Hearing is to determine: (1) whether the Settlement of the Derivative Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to Twist and Current Twist Stockholders, and should be finally approved by the Court; (2) whether a Judgment, as provided in, and attached as Exhibit E to the Stipulation, should be entered; (3) whether to approve the agreed to Fee and Expense Amount; and (4) such other matters as may be necessary or proper in the circumstances.

II. SUMMARY OF THE LITIGATION

A. Plaintiffs' Allegations

Twist is a biotechnology company that develops deoxyribonucleic acid ("DNA") technologies and products, including synthetic DNA and Next Generation Sequencing tools. Plaintiffs in the Derivative Action allege that from December 20, 2018 until November 15, 2022, inclusive, the Individual Defendants—current or former Company officers and/or members of the Company's Board of Directors (the "Board")—breached their fiduciary duties, violated federal securities laws, and committed other alleged misconduct by, among other things: (1) failing to conduct adequate oversight; (2) causing or permitting the artificial inflation of Twist's gross margins; and (3) intentionally or recklessly making or allowing others to make materially false and misleading statements concerning the effectiveness of the Company's production process.

Plaintiffs allege that, as a result of the foregoing, the Company's stock price declined, precipitating the filing and subsequent settlement of a related federal securities class action lawsuit captioned *Peters v. Twist Bioscience Corporation et al.*, Case No. 5:22-cv-01868-EKL (N.D. Cal.) on behalf of a class of Twist investors against the Company and certain of its officers (the "Securities Class Action").

Defendants deny Plaintiffs' allegations, deny any and all liability alleged in the Derivative Action, and deny that Twist or any Twist stockholder suffered any recoverable damages whatsoever.

B. Procedural History

On August 28, 2023, Plaintiff Sell served a books and records inspection demand on the Company pursuant to 8 *Del. C.* § 220 (the "220 Demand"). After entering into a mutually negotiated Confidentiality and Non-Disclosure Agreement on October 4, 2023, Twist produced responsive materials to Plaintiff Sell (the "220 Documents").

On September 25, 2023, Plaintiff Shumacher filed a verified stockholder derivative complaint in this Court on behalf of nominal defendant Twist against the Individual Defendants (except defendant Weiss), alleging causes of action for violations of Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act"), and under Delaware law for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, unjust enrichment, and waste of corporate assets, captioned *Shumacher v. Leproust, et al.*, Case No. 1:23-cv-01048-MN (the "*Shumacher* Action").

On November 14, 2023, this Court so-ordered a joint stipulation entered into by the parties to the *Shumacher* Action, staying all further proceedings in the *Shumacher* Action pending the resolution of the anticipated motion(s) to dismiss in the Securities Class Action.

After the motion to dismiss in the Securities Class Action was granted in part and denied in part, on September 25, 2025 the Court in the *Shumacher Action* so-ordered a joint stipulation entered into by the parties, providing that the stay of all proceedings in the *Shumacher* Action shall remain in effect until the earlier of the final resolution of the Securities Class Action, or the announcement of a settlement in the Securities Class Action.

On November 6, 2025, Plaintiff Shumacher entered into a Confidentiality and Non-Disclosure Agreement with Twist, giving Plaintiff Shumacher access to the 220 Documents obtained by Plaintiff Sell.

On November 13, 2025, Plaintiff Sell filed a verified stockholder derivative complaint that incorporated the 220 Documents under seal in the Court on behalf of nominal defendant Twist against the Individual Defendants (except Defendant Mai), alleging causes of action for breach of fiduciary duty and unjust enrichment under Delaware law, and for violations of Section 10(b) of the Exchange Act, captioned *Sell v. Leproust, et al.*, CaseNo. 1:25-cv-01380-MN. On November 20, 2025, Plaintiff Sell filed the public version of his verified stockholder derivative complaint.

On December 3, 2025, the Court so-ordered a joint stipulation by the Parties: (1) consolidating the *Shumacher* Action and the *Sell* Action into the Derivative Action; (2) appointing Rigrodsky Law, P.A. and Shuman, Glenn & Stecker to serve as Co-Lead Counsel for Plaintiffs; and (3) staying the Derivative Action until the earlier of the final resolution of the Securities Class Action, or the announcement of a settlement in the Securities Class Action.

On April 30, 2026, the lead plaintiff in the Securities Class Action filed the Motion for Preliminary Approval of Proposed Class Action Settlement.

On July 7, 2026, the Court so-ordered a joint stipulation by the Parties, continuing the stay of the Derivative Action pending the Parties' upcoming private mediation, scheduled for July 15, 2026 (the "Mediation").

On August 31, 2026, the Parties filed a Joint Status Report with the Court, informing the Court that the Parties had reached an agreement-in-principle to settle the Derivative Action, and requesting an Order from the Court setting deadlines for Plaintiff to file the Stipulation and a motion for preliminary approval of the Settlement.

On September 1, 2026, the Court entered an Oral Order providing that the executed Stipulation must be filed on or before October 15, 2026, and that a motion for preliminary approval of the Settlement must be filed no later than October 30, 2026.

C. Settlement Negotiations

The Parties, by and through their undersigned attorneys, engaged in months of good faith, arm's-length discussions and negotiations with regard to the possible resolution of the Derivative Action before agreeing to the Settlement. On March 3, 2026, Plaintiffs served a detailed, formal settlement demand on Defendants, which, in relevant part, contained substantial proposed corporate governance reforms concerning the Company's internal controls and corporate governance practices relating to matters alleged in the Derivative Action. Over the next three months, Plaintiffs and Defendants engaged in extensive settlement negotiations, including through meet and confers and the exchange of numerous settlement proposals and counterproposals.

On July 15, 2026, the Parties participated in the full day, virtual Mediation session overseen by an experienced neutral mediator, Robert A. Meyer, Esq. of JAMS ADR (the "Mediator"), who had previously overseen the mediation and related settlement negotiations in the Securities Class Action and was therefore familiar with the relevant issues and factual allegations. In advance of the Mediation, Plaintiffs and Defendants prepared and exchanged mediation submissions. After extensive arm's-length negotiations conducted with the Mediator's assistance during the Mediation, the Parties reached an agreement in principle on the material terms of the Settlement of the Derivative Action, including a series of agreed-to corporate governance reforms (the "Reforms"), attached to the Stipulation as Exhibit A, to be implemented by the Board within forty-five (45) days after Court approval of the Settlement and entry of Judgment thereon becomes Final.

After reaching agreement on the principal terms of the Settlement, the Parties commenced negotiations during the Mediation regarding a reasonable amount of attorneys' fees and expenses to be paid by the Individual Defendants' Insurers to Plaintiffs' Counsel, subject to Court approval, in consideration for the substantial benefits conferred upon Twist and Current Twist Stockholders by the Settlement. At the conclusion of the Mediation, the Parties accepted the Mediator's double-blind proposal for the Individual Defendants' Insurers to pay $1,000,000 in attorneys' fees and expenses to Plaintiffs' Counsel, subject to Court approval. The Court will determine whether to approve the Fee and Expense Amount to Plaintiffs' Counsel and Service Awards for the Plaintiffs to be drawn therefrom (detailed in Section IV herein), or some other amount the Court deems appropriate.

III. TERMS OF THE PROPOSED SETTLEMENT

The principal terms, conditions and other matters that are part of the Settlement, which is subject to approval by the Court, are summarized below. This summary should be read in conjunction with, and is qualified in its entirety by reference to, the text of the Stipulation and exhibits thereto, which have been filed with the Court and are also available for viewing on the Investor Relations page of Twist's website at https://investors.twistbioscience.com/.

Within forty-five (45) days after a Court order approving the Settlement and entering Judgment thereon becomes Final, the Board shall adopt resolutions to ensure the adoption, implementation, and maintenance of the Reforms, which are set forth in Exhibit A to the Stipulation, and which shall remain in effect for no less than four (4) years.

Defendants acknowledge and agree that the filing, pendency, and settlement of the Derivative Action was the cause of the Company's decision to adopt, implement, and maintain the Reforms set forth in Exhibit A to the Stipulation. Defendants further acknowledge and agree that

these Reforms confer substantial benefits on the Company and Current Twist Stockholders and that the Settlement on the terms set forth herein is in all respects fair, reasonable, and adequate, and serves the best interests of the Company and Current Twist Stockholders.

IV. PLAINTIFFS' COUNSEL'S FEE AND EXPENSE AMOUNT AND PLAINTIFFS' SERVICE AWARDS

Prior to negotiating and agreeing upon the Fee and Expense Amount, the Parties negotiated and agreed upon the Reforms to be adopted as part of the Settlement. The Parties agree that the Settlement confers substantial benefits upon Twist and Current Twist Stockholders, and that Plaintiffs' Counsel are entitled to reasonable attorneys' fees and reimbursement of expenses in the amount of $1,000,000 (the "Fee and Expense Amount"), subject to the approval of the Court. The Individual Defendants' Insurers are responsible for the payment of any Fee and Expense Amount, and the Parties agree that no other person or entity shall have any responsibility to contribute to or pay the Fee and Expense Amount. To date, Plaintiffs' Counsel have not received any payments for their efforts on behalf of Twist stockholders, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. The Fee and Expense Amount will compensate Plaintiffs' Counsel for the substantial benefits achieved in the Derivative Action, and the risks of undertaking the prosecution of the Derivative Action on a contingent basis. Defendants shall play no role in the allocation of the Fee and Expense Amount among Plaintiffs' Counsel.

Plaintiffs' Counsel intend to apply to the Court for service awards of up to two thousand dollars ($2,000.00) for each of the two Plaintiffs to be paid from the Fee and Expense Amount in recognition of Plaintiffs' participation and effort in the prosecution of the Derivative Action (the "Service Awards"). Defendants shall not object to the application for the Service Awards.

V. RELEASES

Upon the Effective Date, Plaintiffs' Releasing Persons shall be deemed to have, and by

operation of the Judgment, and to the fullest extent permitted by law, shall have, fully, finally, and forever released, compromised, settled, resolved, relinquished, waived, and discharged the Plaintiffs' Released Claims against the Defendants' Released Persons. Plaintiffs' Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, covenanted not to sue any Defendants' Released Persons with respect to any Plaintiffs' Released Claims, and shall be permanently barred and enjoined from instituting, commencing or prosecuting any Plaintiffs' Released Claims against any Defendants' Released Persons except to enforce the releases and other terms and conditions contained in the Settlement and/or the Judgment.

Upon the Effective Date, Defendants' Releasing Persons shall be deemed to have, and by operation of the Judgment, and to the fullest extent permitted by law, shall have, fully, finally, and forever released, compromised, settled, resolved, relinquished, waived, and discharged the Defendants' Released Claims against the Plaintiffs' Released Persons. Defendants' Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, covenanted not to sue any Plaintiffs' Released Persons with respect to any Defendants' Released Claims, and shall be permanently barred and enjoined from instituting, commencing or prosecuting any Defendants' Released Claims against any Plaintiffs' Released Persons except to enforce the releases and other terms and conditions contained in the Stipulation and/or the Judgment.

As defined in the Stipulation, "Released Claims" means Defendants' Released Claims and Plaintiffs' Released Claims. As defined in the Stipulation, "Defendants' Released Claims" means all claims or causes of action (including known and Unknown Claims), including, but not limited to, any claims for damages, injunctive relief, attorneys' fees, expert or consulting fees, and any and all other costs, expenses, or liabilities whatsoever, that could be asserted in any forum by any of the Defendants' Releasing Persons against any of the Plaintiffs' Released Persons, arising out

of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Derivative Action or the Released Claims. "Defendants' Released Claims" shall not include (1) any claims related to the enforcement of the Settlement or of the Judgment; or (2) any claims by Defendants or any insured to enforce their rights relating to insurance coverage or indemnification, or under any contract. As defined in the Stipulation, "Plaintiffs' Released Claims" means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, judgments, defenses, counterclaims, offsets, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, including Unknown Claims, that were asserted or could have been asserted by Plaintiffs or any of Twist's stockholders on behalf of nominal defendant Twist in the Derivative Action or in any other court, tribunal, forum or proceeding, whether based on state, federal, local, foreign, statutory, regulatory, common or other law or rule or principle of equity, and which are based upon, arise out of, or relate in any way to, or involve, directly or indirectly, (1) the actions, inactions, deliberations, disclosures, discussions, decisions, votes, or any other conduct of any kind by any of the Defendants' Released Persons relating in any way to any facts, matters, events, circumstances, claims, or allegations alleged or that could have been alleged in the Derivative Action, or (2) the institution, commencement, prosecution, defense, mediation, or settlement of the Derivative Action. "Plaintiffs' Released Claims" shall not include (1) any claims related to the enforcement of the Settlement or the Judgment; or (2) any securities fraud claims by a class member pursuant to the approved plan of allocation in the Securities Class Action.

As defined in the Stipulation, "Unknown Claims" means any Released Claim which any of the Releasing Persons does not know or suspect to exist in his, her, or its favor at the time of

the release of the Released Claims, including without limitation claims which, if known by him, her, or it, might have affected his, her, or its decision to enter into the Settlement and to provide the releases set forth herein to the Released Persons, or might have affected his, her, or its decision not to object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly waive and relinquish, and each of the other Releasing Persons shall be deemed to have and by operation of the Judgment shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code and any law of any jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Section 1542 reads:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

As defined in the Stipulation, "Released Persons" means Defendants' Released Persons and Plaintiffs' Released Persons. As defined in the Stipulation, Plaintiffs' Released Persons means Plaintiffs, Plaintiffs' Counsel, and each and all of their past, present, or future family members, spouses, domestic partners, parents, associates, affiliates, subsidiaries, officers, directors, stockholders, owners, members, representatives employees, attorneys, financial or investment advisors, consultants, underwriters, investment banks or bankers, commercial bankers, insurers, reinsurers, excess insurers, co-insurers, advisors, principals, agents, heirs, executors, trustees, estates, beneficiaries, distributees, foundations, general or limited partners or partnerships, joint ventures, personal or legal representatives, administrators, or any other Person or entity acting or purporting to act for or on behalf of any Plaintiff or any counsel for any Plaintiff, and each of their

respective predecessors, successors, and assigns, Twist, and Current Twist Stockholders (solely in their capacity as Twist stockholders). As defined in the Stipulation, "Defendants' Released Persons" means Defendants, Defendants' Counsel, and each and all of their past, present, or future family members, spouses, domestic partners, parents, associates, affiliates, subsidiaries, officers, directors, stockholders, owners, members, representatives employees, attorneys, financial or investment advisors, consultants, underwriters, investment banks or bankers, commercial bankers, insurers, reinsurers, excess insurers, co-insurers, advisors, principals, agents, heirs, executors, trustees, estates, beneficiaries, distributees, foundations, general or limited partners or partnerships, joint ventures, personal or legal representatives, administrators, or any other Person or entity acting or purporting to act for or on behalf of any Defendant or any counsel for any Defendant, and each of their respective predecessors, successors, and assigns.

As defined in the Stipulation, "Releasing Persons" means Defendants' Releasing Persons and Plaintiffs' Releasing Persons, collectively. As defined in the Stipulation, "Defendants' Releasing Persons" means Defendants' Released Persons, in each case in the capacities set forth in the definition of "Defendants' Released Persons" above. As defined in the Stipulation, "Plaintiffs' Releasing Persons" means Plaintiffs' Released Persons (including but not limited to Current Twist Stockholders), in each case in the capacities set forth in the definition of "Plaintiffs' Released Persons" above.

VI. REASONS AND BENEFITS OF THE SETTLEMENT

Counsel for the Parties believe that the Settlement is in the best interest of Twist and Current Twist Stockholders.

A. Why Did the Plaintiffs Agree to Settle?

Plaintiffs and Plaintiffs' Counsel assert that they brought their claims in good faith and continue to believe that the claims asserted in the Derivative Action have merit, and Plaintiffs' entry into this Stipulation is not intended to be, and shall not be construed as, an admission or concession concerning the relative strength or merit of the claims alleged in the Derivative Action. However, Plaintiffs and Plaintiffs' Counsel recognize and acknowledge the significant expense, time, and uncertainty inherent in the continued prosecution of their claims in the Derivative Action through trial(s) and any possible subsequent appeal(s). Plaintiffs and Plaintiffs' Counsel have also taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Derivative Action, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Plaintiffs' Counsel are also mindful of the inherent problems of proof of, and possible defenses to, the claims asserted in the Derivative Action. Based on their extensive investigation and evaluation, set forth in more detail in the Stipulation, Plaintiffs and Plaintiffs' Counsel have determined that the Settlement is in the best interests of Twist and Current Twist Stockholders. Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs and Plaintiffs' Counsel believe that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and in the best interests of Twist and Current Twist Stockholders.

B. Why Did the Defendants Agree to Settle?

Defendants have denied, and continue to deny, any and all of the claims alleged in the Derivative Action, including any allegations of wrongdoing, fault, negligence, liability, or damage to the Plaintiffs, the Company, or the Company's stockholders, including, without limitation: that they engaged in any wrongdoing or violation of law; that they breached any fiduciary duty; that they wasted corporate assets, were unjustly enriched, or aided and abetted any breaches of

fiduciary duty; that the Company's disclosures were deficient in any way; that they violated any securities laws; and that they acted in bad faith or improperly in any way. Defendants assert that, at all relevant times, they acted in good faith and in a manner they reasonably believed to be in the best interests of Twist and its shareholders. Defendants maintain that they have meritorious defenses to all claims alleged in the Derivative Action. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Derivative Action, Defendants concluded that further litigation of the Derivative Action could be protracted, burdensome, and expensive, and that it is desirable and beneficial that the claims asserted in, or that could be asserted in, the Derivative Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in the Stipulation.

VII. SETTLEMENT HEARING

On _____, 202_, at _____ a.m./p.m., the Court will hold the Settlement Hearing, either in person at the courthouse for the United States District Court for the District of Delaware, 844 N. King Street, Unit 19, Room 4324, Wilmington, Delaware 19801-3555, or by telephone or videoconference (at the discretion of the Court). At the Settlement Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate and thus should be finally approved and whether the Derivative Action should be dismissed with prejudice pursuant to the Stipulation. The Court also will rule upon Plaintiffs' Counsel's request for approval of the Fee and Expense Amount to Plaintiffs' Counsel and Plaintiffs' Service Awards.

Please note that the date and time of the Settlement Hearing may change without further written notice to Current Twist Stockholders. In order to determine whether the date and time of the Settlement Hearing have changed, it is important that you monitor the Court's docket before making any plans to attend the Settlement Hearing. Any updates

regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or telephonic appearances at the hearing, will be available on the Court's docket.

VIII. RIGHT TO ATTEND SETTLEMENT HEARING

Any Current Twist Stockholder may, but is not required to, appear at the Settlement Hearing. If you want to be heard at the Settlement Hearing in opposition to the Settlement, the Fee and Expense Amount, or the Service Awards, then you must first comply with the procedures for objecting, which are set forth below. CURRENT TWIST STOCKHOLDERS WHO HAVE NO OBJECTION TO THE SETTLEMENT DO NOT NEED TO APPEAR AT THE SETTLEMENT HEARING OR TAKE ANY OTHER ACTION.

IX. RIGHT TO OBJECT TO THE SETTLEMENT AND PROCEDURES FOR DOING SO

You have the right to object to any aspect of the Settlement. If you wish to object, you must do so in writing, and you may request to be heard at the Settlement Hearing. If you choose to object, then you must follow these procedures.

A. You Must Make Detailed Objections in Writing

Any objections must be presented in writing and must contain the following information:

1. Notice of intent to appear at the Settlement Hearing;

2. Your name, legal address, and telephone number;

3. Proof of being a Current Twist Stockholder as of the Record Date and representation that you will continue to own Twist common stock as of the date of the Settlement Hearing;

4. The date(s) which you acquired your Twist shares and the number of Twist shares held;

5. A detailed statement of your specific position with respect to the matters to be heard at the Settlement Hearing, including a statement of each objection being made; and

6. The grounds for each objection or the reasons for your desire to appear and be heard.

The Court may not consider any objection that does not substantially comply with these requirements. Any counsel retained by a putative objector for the purpose of asserting an objection must make a notice of appearance on the Court by _____, 202_, which is fourteen (14) days prior to the Settlement Hearing.

B. You Must Timely Deliver Written Objections to the Court and to Counsel for Plaintiffs

YOUR WRITTEN OBJECTIONS MUST BE FILED WITH THE COURT AND SENT BY HAND OR BY FIRST CLASS MAIL, POSTAGE PRE-PAID TO PLAINTIFFS' COUNSEL AND DEFENDANTS' COUNSEL. THE WRITTEN OBJECTIONS MUST BE FILED WITH THE COURT AND POSTMARKED NO LATER THAN _____, 202_, WHICH IS FOURTEEN (14) CALENDAR DAYS PRIOR TO THE SETTLEMENT HEARING to the following address:

Plaintiffs' Counsel:

Herbert W. Mondros
RIGRODSKY LAW, P.A.
1007 North Orange Street, Suite 453
Wilmington, DE 19801
Telephone: (302) 295-5310
Email: hwm@rl-legal.com

Clerk of the Court:

United States District Court
District of Delaware
844 North King Street, Unit 18
Wilmington, DE 19801-3570
Telephone: (302) 573-6170

Defendants' Counsel:

James N. Kramer
ORRICK, HERRINGTON & SUTCLIFFE LLP
The Orrick Building
405 Howard Street

San Francisco, California 94105-2625
Telephone: (415) 773-5700
Email: jkramer@orrick.com

This Court may not consider any objection that is not timely filed with the Court and delivered to Plaintiffs' Counsel and Defendants' Counsel.

Any person or entity who fails to object or otherwise requests to be heard in the manner prescribed above will be deemed to have waived the right to object to any aspect of the Settlement, will be deemed to have waived any request to be heard (including the right to appeal), and will be forever barred from raising such objection or request to be heard in this or any other action or proceeding, but shall otherwise be bound by the Judgment to be entered and the releases to be given.

Current Twist Stockholders do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

X. HOW TO OBTAIN ADDITIONAL INFORMATION

This Notice summarizes the Parties' Stipulation. It is not a complete statement of the events of the Derivative Action or the Stipulation. Although the Parties believe that the descriptions about the Settlement that are contained in this Notice are accurate in all material respects, in the event of any inconsistencies between the descriptions in this Notice and the Stipulation, the Stipulation will control.

You may inspect the Stipulation and its attachments at https://investors.twistbioscience.com/.

PLEASE DO NOT CALL, WRITE, OR OTHERWISE DIRECT QUESTIONS TO EITHER THE COURT OR THE CLERK'S OFFICE. Any questions you have about matters in

this Notice should be directed by telephone or in writing to Plaintiffs' Counsel and Defendants' Counsel at the addresses set forth above.

XI. NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS

Brokerage firms, banks and/or other persons or entities who held shares of Twist common stock for the benefit of others are requested to immediately send this Notice to all of their respective beneficial owners. If Current Twist Stockholders have questions or comments about the Settlement, they should follow the procedures listed above.

Dated: _____

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

Exhibit D

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

IN RE TWIST BIOSCIENCE CORPORATION DERIVATIVE LITIGATION	Lead Case No. 1:23-cv-01048-MN

SUMMARY NOTICE OF PROPOSED SETTLEMENT OF DERIVATIVE ACTION

TO: ALL CURRENT RECORD HOLDERS AND BENEFICIAL OWNERS OF TWIST BIOSCIENCE CORPORATION ("TWIST" OR THE "COMPANY") COMMON STOCK AS OF _____, 2026 (THE "RECORD DATE").

IF YOU WERE A RECORD OR BENEFICIAL OWNER OF TWIST COMMON STOCK AS THE RECORD DATE, PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY AS YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THE ABOVE-REFERENCED LITIGATION.

PLEASE TAKE NOTICE that the above-captioned consolidated derivative action is being settled on the terms set forth in a Stipulation and Agreement of Settlement dated October 15, 2026 (the "Stipulation"),[1] subject to the approval of the United States District Court for the District of Delaware (the "Court") pursuant to Rule 23.1 of the Federal Rules of Civil Procedure. Under the terms of the Stipulation, as part of the proposed Settlement, and in consideration of the associated releases set forth herein, Defendants shall cause the Board, within forty-five (45) days after the Court enters an Order granting final approval of the Settlement, to adopt, implement, and maintain the corporate governance reforms set forth in Exhibit A to the Stipulation, consistent with the terms and timing set forth therein (the "Reforms"). The Reforms, which are detailed more fully in the

[1] Capitalized terms herein not otherwise defined are defined in the Stipulation. This Notice should be read in conjunction with, and is qualified in its entirety by reference to, the Stipulation and its Exhibits, which have been filed with the U.S. District Court for the District of Delaware.

Stipulation and Long Form Notice, are intended to address the claims asserted in the Derivative Action.

The Parties agree that: (1) the Settlement confers a substantial benefit upon Twist and its shareholders; (2) the Settlement, and each of its terms, is in all respects fair, adequate, reasonable, and in the best interests of Twist and its shareholders; and (3) Plaintiffs' Counsel shall be paid reasonable attorneys' fees and reimbursement of expenses, inclusive of Service Awards for the Plaintiffs, subject to the approval of the Court.

On _____, 202_, at _____, the Court will hold the Settlement Hearing, either in person at the courthouse for the United States District Court for the District of Delaware, 844 N. King Street, Unit 19, Room 4324, Wilmington, Delaware 19801-3555, or by telephone or videoconference (at the discretion of the Court). At the Settlement Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and thus should be finally approved and whether the above-captioned consolidated derivative action should be dismissed with prejudice pursuant to the Stipulation. The Court also will rule upon Plaintiffs' Counsel's request for approval of the agreed-to attorneys' fees and reimbursement of expenses and Plaintiffs' Service Awards.

Any Current Twist Stockholder may, but is not required to, appear at the Settlement Hearing. If you want to be heard at the Settlement Hearing in opposition to the Settlement, Plaintiffs' Counsel's request for approval of attorneys' fees and reimbursement of expenses, or the Service Awards, then you must first comply with the following procedures for objecting.

Any objections to the proposed Settlement or Plaintiffs' Counsel's applications for the Fee and Expense Amount of $1,000,000, to be paid by the Individual Defendants' Insurers, and reasonable Service Awards of up to $2,000 for each of the two Plaintiffs to be paid from the Fee and Expense Amount, must be presented in writing and must contain the following information:

1. Notice of intent to appear at the Settlement Hearing;

2. Your name, legal address, and telephone number;

3. Proof of being a Current Twist Stockholder as of the Record Date and representation that you will continue to own Twist common stock as of the date of the Settlement Hearing;

4. The date(s) which you acquired your Twist shares and the number of Twist shares held;

5. A detailed statement of your specific position with respect to the matters to be heard at the Settlement Hearing, including a statement of each objection being made; and

6. The grounds for each objection or the reasons for your desire to appear and be heard.

Any counsel retained by a putative objector for the purpose of asserting an objection must make a notice of appearance on the Court at least fourteen (14) days before the Settlement Hearing. The Court may not consider any objection that does not substantially comply with these requirements.

Any written objections must be filed with the Court and sent by hand or by first class mail, postage pre-paid to Plaintiffs' Counsel and Defendants' Counsel no later than fourteen (14) days prior to the Settlement Hearing at the following address:

Plaintiffs' Counsel:

Herbert W. Mondros
RIGRODSKY LAW, P.A.
1007 North Orange Street, Suite 453
Wilmington, DE 19801
Telephone: (302) 295-5310
Email: hwm@rl-legal.com

Clerk of the Court:

United States District Court
District of Delaware
844 North King Street, Unit 18
Wilmington, DE 19801-3570
Telephone: (302) 573-6170

Defendants' Counsel:
James N. Kramer
ORRICK, HERRINGTON & SUTCLIFFE LLP
The Orrick Building

405 Howard Street
San Francisco, California 94105-2625
Telephone: (415) 773-5700
Email: jkramer@orrick.com

The Court may not consider any objection that is not timely filed with the Court and delivered to Plaintiffs' Counsel and Defendants' Counsel.

Any person or entity who fails to object or otherwise requests to be heard in the manner prescribed above will be deemed to have waived the right to object to any aspect of the Settlement, will be deemed to have waived any request to be heard (including the right to appeal), and will be forever barred from raising such objection or request to be heard in this or any other action or proceeding, but shall otherwise be bound by the Judgment to be entered and the releases to be given.

This Notice summarizes the Parties' Stipulation. It is not a complete statement of the events of the Derivative Action or the Stipulation. You may inspect the Stipulation and other papers at https://investors.twistbioscience.com/.

PLEASE DO NOT CALL, WRITE, OR OTHERWISE DIRECT QUESTIONS TO EITHER THE COURT OR THE CLERK'S OFFICE. Any questions you have about matters in this Notice should be directed by telephone or in writing to Plaintiffs' Counsel and Defendants' Counsel at the addresses set forth above.

Dated: _____

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

Exhibit E

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

IN RE TWIST BIOSCIENCE CORPORATION DERIVATIVE LITIGATION	Lead Case No. 1:23-cv-01048-MN

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a Stipulation and Agreement of Settlement (the "Stipulation") was made and entered into as of October 15, 2026, by and among: (1) plaintiffs Leo Shumacher ("Plaintiff Shumacher") and Trevor Sell ("Plaintiff Sell") (collectively, the "Plaintiffs"), in the above-captioned consolidated shareholder derivative action (the "Derivative Action"), brought derivatively on behalf of Twist Bioscience Corporation ("Twist" or the "Company"); (2) nominal defendant Twist; and (3) individual defendants Emily Leproust, Robert Chess, Nelson C. Chan, Keith Crandell, Jan Johannessen, Xiaoying Mai, Robert Ragusa, Melissa Starovasnik, William Banyai, James Thorburn, and Patrick Weiss (collectively, the "Individual Defendants," and together with Twist, the "Defendants," and together with Twist and the Plaintiffs, the "Parties"), which sets forth the terms and conditions of the proposed settlement of the Derivative Action, subject to review and approval by this Court pursuant to Rule 23.1 of the Federal Rules of Civil Procedure upon notice to Current Twist Stockholders (as defined in the Stipulation);

WHEREAS, by order dated _____, 2026 (the "Preliminary Approval Order"), the Court (1) preliminarily approved the Settlement; (2) ordered that Notice of the proposed Settlement be provided to Current Twist Stockholders; (3) provided Current Twist Stockholders with the opportunity to object to the proposed Settlement and award of attorneys' fees and litigation

expenses (the "Fee and Expense Amount") for Plaintiffs' Counsel; and (4) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on _____, 202_ to consider, among other things, (1) whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to Twist and its shareholders, and should be approved by the Court; (2) whether a judgment should be entered dismissing the claims in the Derivative Action with prejudice; and (3) whether the proposed Fee and Expense Amount for Plaintiffs' Counsel should be approved; and

WHEREAS, it appearing that due notice of the terms of the Settlement and the Settlement Hearing has been given in accordance with the Preliminary Approval Order, the Parties having appeared by their respective attorneys of record, the Court having heard and considered the submissions presented in support of the proposed Settlement, the opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Preliminary Approval Order, and the Court having determined that notice of the proposed Settlement was adequate and sufficient, and the entire matter of the proposed Settlement having been heard and considered by the Court;

IT IS HEREBY ORDERED, this ___ day of _____, 202_ that:

1. Unless otherwise defined herein, all capitalized terms shall have the same meanings as set forth in the Stipulation and Preliminary Approval Order.

2. The Court has jurisdiction over the subject matter of the Derivative Action, as well as personal jurisdiction over all of the Parties to the Derivative Action.

3. The Parties and all Current Twist Stockholders, as well as all other Releasing Persons, are bound by this Order and Final Judgment (the "Judgment").

4. The Court finds that notice of the proposed Settlement has been provided to Current Twist Stockholders pursuant to and in the manner directed by the Preliminary Approval Order, proof of the Summary Notice and Long Form Notice were filed with the Court, and full opportunity to be heard has been given to all Current Twist Stockholders and any other person or entity entitled to notice of the Settlement. The Court finds that the means ordered by the Court of publishing the Summary Notice and Long Form Notice were the best practicable under the circumstances and were given in full compliance with the requirements of Rule 23.1 of the Federal Rule of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules, and that all Current Twist Stockholders, as well as all other Releasing Persons, are bound by this Judgment.

5. Based on the record in the Derivative Action, each of the provisions of Rule 23.1 of the Federal Rules of Civil Procedure have been satisfied, and the Derivative Action has been properly maintained according to the provisions of Rule 23.1.

6. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of Twist and Current Twist Stockholders.

7. Pursuant to Rule 23.1 of the Federal Rules of Civil Procedure, this Court fully and finally approves the Stipulation and the Settlement embodied therein in all respects, and the Parties are directed to consummate the Settlement in accordance with the terms of the Stipulation. The Clerk of the Court is directed to enter and docket this Judgment.

8. The Court hereby dismisses the Derivative Action with prejudice as to all Defendants. The foregoing dismissal is without fees or costs, except as otherwise provided in Paragraph 11 below or as otherwise provided in the Stipulation or the Preliminary Approval Order.

9. Upon the Effective Date: (1) Plaintiffs' Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, compromised, settled, resolved, relinquished, waived, and discharged the Plaintiffs' Released Claims against the Defendants' Released Persons; (2) Plaintiffs' Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, covenanted not to sue any Defendants' Released Persons with respect to any Plaintiffs' Released Claims, and shall be permanently barred and enjoined from instituting, commencing or prosecuting any Plaintiffs' Released Claims against any Defendants' Released Persons; (3) Defendants' Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, compromised, settled, resolved, relinquished, waived, and discharged the Defendants' Released Claims against the Plaintiffs' Released Persons; and (4) Defendants' Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, covenanted not to sue any Plaintiffs' Released Persons with respect to any Defendants' Released Claims, and shall be permanently barred and enjoined from instituting, commencing or prosecuting any Defendants' Released Claims against any Plaintiffs' Released Persons.

10. The Court hereby approves Plaintiffs' Counsel Fee and Expense Amount (in the sum of $_____), which the Court finds to be fair and reasonable, to be paid in accordance with the terms of the Stipulation.

11. The Court hereby approves Plaintiffs' Service Awards (in the sum of $_____ to be paid to each Plaintiff), in recognition of their participation and efforts in the prosecution of the Derivative Action, to be paid from the Fee and Expense Amount. The Court finds that the Service Awards are fair and reasonable.

12. No proceedings or Court order with respect to any Fee and Expense Amount shall in any way disturb or affect this Judgment (including precluding the Judgment from being Final or otherwise being entitled to preclusive effect), and any such proceedings or Court order shall be considered separate from this Judgment.

13. The Parties are hereby authorized, without further approval from the Court, to agree to adopt such amendments, modifications, and expansions of the Stipulation that are consistent with this Judgment and the Stipulation and that do not materially limit the rights of the Parties or Current Twist Stockholders under the Stipulation.

14. Nothing in this Judgment shall in any way impair or restrict the rights of any Party to enforce the terms of the Stipulation.

15. Neither this Judgment, nor the Settlement, nor any act or omission in connection therewith shall be deemed or argued to be evidence of or to constitute an admission or concession by: (1) the Defendants as to (a) the truth of any fact alleged by Plaintiffs, (b) the validity of any claims or other issues raised, or which might be or might have been raised, in the Derivative Action or in any other litigation, (c) the deficiency of any defense that has been or could have been asserted in the Derivative Action or in any litigation, or (d) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (2) Plaintiffs that any of their claims are without merit, that any of the Defendants or Released Persons had meritorious defenses, or that damages or other relief recoverable in the Derivative Action would not have exceeded the terms of the Settlement. The Parties or any Released Persons may file the Stipulation and/or this Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of res judicata, collateral estoppel, release, good faith settlement,

judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

16. In the event that the Stipulation is terminated in accordance with its terms, then (1) the Settlement and the Stipulation shall be canceled and terminated; (2) this Judgment and any related orders entered by the Court in the Derivative Action shall in all events be treated as vacated, *nunc pro tunc*; (3) the releases provided under this Judgment and the Stipulation shall be null and void; (4) to the extent the Fee and Expense Amount has been paid, Plaintiffs' Counsel shall refund the Fee and Expense Amount to the persons and entities (including the insurers) who paid on behalf of the Individual Defendants within twenty-one (21) days after termination of the Settlement (which such obligation shall be joint and several on the part of all Plaintiffs' counsel without regard to any allocation among them of the Fee and Expense Amount); (5) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (6) all proceedings in the Derivative Action shall revert to their status as of immediately prior to filing of the Stipulation; and no materials created by or received from another Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing Party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in any other litigation; (7) the Parties shall jointly petition the Court for a revised schedule for further proceedings; and (8) the Parties shall proceed in all respects as if the Settlement and the Stipulation had not been entered into by the Parties.

17. Nothing in this Judgment dismisses or releases any claim by or against any Party arising out of a breach of the Stipulation or violation of this Judgment.

18. Without affecting the finality of this Judgment in any way, this Court reserves jurisdiction over all matters relating to the administration, enforcement, and consummation of the Settlement and this Judgment.

19. There is no just reason to delay the entry of this Judgment as a final judgment in the Derivative Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in the Derivative Action.

IT IS SO ORDERED.

Dated: _____

_____
U.S.D.J.

Subject: EXTERNAL EMAIL - Docket Alert: Newest Entries in 1:23-cv-01048 - In Re Twist Biosciences Corporation Derivative Litigation

1 new dockets - PACER cost for this docket alert was $0.10 -- Get ECF notices? Use our ECF-Share feature instead and save money!

Docket Entries

Date Filed	#	Docket Text
10/15/2026	**18**	STIPULATION and Agreement of Settlement - filed by Trevor Sell, Leo Shumacher. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E)(Mondros, Herbert) (Entered: 10/15/2026)

1:23-cv-01048 - In Re Twist Biosciences Corporation Derivative Litigation

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PACER Service Center	
Receipt:	10/16/2026 04:49:02
User:	User's PACER account
Client:	*****
Description:	1:23-cv-01048-MN Start date: 07/30/2026
Pages:	1 ($0.10)