

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT

GINKGO BIOWORKS, INC.,

Plaintiff,

v.

THOMAS SCIENTIFIC, LLC,

Defendant.

Civil Action No. _____

COMPLAINT AND JURY DEMAND

Plaintiff Ginkgo Bioworks, Inc. (“Ginkgo” or “Plaintiff”) brings this action against defendant, Thomas Scientific, LLC (“Thomas Scientific” or “Defendant”), and alleges as follows:

INTRODUCTION

1. This action arises from Thomas Scientific’s sale of over \$3.2 million of defective product to Ginkgo. Thomas Scientific marketed the product, filter tips for use with Hamilton-brand liquid handling robots, as “Hamilton-Compatible.” In reliance on Thomas Scientific’s representations that its tips were “Hamilton-Compatible,” Ginkgo purchased thousands of cases of tips for use with its Hamilton robots. When Ginkgo used the tips with its Hamilton robots, however, the tips caused its robots to crash, interrupting a high-speed test and requiring mitigation efforts. The crashes occurred because the tips had been manufactured to incorrect specifications or were otherwise defective, and because Thomas Scientific falsely represented that the tips were compatible with Hamilton robots.

2. Following the crashes, Ginkgo incurred significant costs to audit its inventory of Thomas Scientific tips and to develop a quality control protocol under which it would test samples from each of the lots in its inventory. Under Ginkgo's proposed protocol, if three or more of the lots proved defective, Ginkgo would return its entire inventory to Thomas Scientific for a full refund. Thomas Scientific refused to agree to a refund under any circumstances.

3. Ginkgo has suffered substantial damages as a result of Thomas Scientific's breaches of contract and other commercial misconduct. In addition to having paid millions of dollars for defective and unusable tips, Ginkgo continues to pay for their storage, while buying its tip supplies elsewhere. Ginkgo seeks to recover all direct, consequential, and incidental damages flowing from Thomas Scientific's breaches and other violations.

PARTIES

4. Plaintiff Ginkgo Bioworks, Inc. is a Delaware corporation with a principal place of business in Boston, Massachusetts. Ginkgo has developed a platform to program cells for use in the production of a wide variety of products, including therapeutics and food ingredients.

5. On information and belief, Defendant Thomas Scientific, LLC is a Delaware limited liability company with its principal place of business in Swedesboro, New Jersey. Thomas Scientific is in the business of selling laboratory supplies and laboratory equipment.

JURISDICTION AND VENUE

6. The Court has subject matter jurisdiction over this action pursuant to Mass. Gen. Laws c. 212, § 4, and personal jurisdiction over all parties, including but not necessarily limited to specific jurisdiction pursuant to Mass. Gen. Laws c. 223A, § 3.

7. Venue is proper in this Court pursuant to Mass. Gen. Laws c. 223, § 1 because Ginkgo's principal place of business is located in Boston, Suffolk County, Massachusetts.

FACTS

A. Ginkgo Buys Filter Tips For Its Hamilton Robots From Thomas Scientific.

8. In mid-2020, as part of the \$25 million Ginkgo devoted to pandemic response, Ginkgo developed high-volume workflows to detect the presence of SARS CoV-2 in liquid samples. Those workflows relied on Hamilton robots to handle many liquid samples at once, in parallel. It was critical to secure tips that included filters to prevent any contamination of the robots by nucleic acids in any sample. Thus, Ginkgo needed filter tips – the filter is what prevents contamination of the robot – and it needed those tips to be compatible with Hamilton robots.

9. Thomas Scientific was then marketing and selling filter tips manufactured by Hangzhou Gene Era Biotech Co. Ltd. (“GEB Tips”). On its website, Thomas Scientific claimed that the GEB Tips were “Hamilton-Compatible.” Reassuringly, Thomas Scientific’s website also contained a “Supplier Code of Conduct,” which stated, among other things, that Thomas Scientific was “committed to the highest standards of product quality, safety and business integrity.”

10. Below is an image of a GEB Tip that appears on Thomas Scientific's website:



11. Ginkgo contacted Thomas Scientific about purchasing GEB Tips. When inquiring about the GEB Tips, Ginkgo explained to Thomas Scientific that it required large quantities of filter tips for use with Ginkgo's Hamilton robots. Hamilton robots have pipetting channels which incorporate O-rings that precisely fit with small grooves found only in tips that meet Hamilton's specifications. Ginkgo also explained that, given the delicate, meticulous, and fast-paced nature of its science, as well as the scale of its automation infrastructure, it was especially important for Ginkgo to use tips that would conform precisely to Hamilton's specifications. In response, Thomas Scientific reassured Ginkgo that the GEB Tips would meet Ginkgo's requirements.

12. On September 24 and 25, 2020, Ginkgo placed two orders for small batches of GEB Tips. Ginkgo tested these sample batches for pipetting accuracy, *i.e.*, whether the tips could measure liquid with 95% accuracy. This testing did not reveal any issues with the GEB Tips.

13. Between October 5 and November 12, 2020, Ginkgo submitted five purchase orders ("POs") for substantial quantities of 50 uL, 300 uL, and 1000 uL GEB Tips. Thomas

Scientific began delivering cases of GEB Tips to Ginkgo in October 2020. Ginkgo paid for these tips.¹

B. The GEB Tips Cause Ginkgo's Robots To Crash.

14. On March 3, 2021, Ginkgo ran a test of a high-volume sequencing workflow in its Bioworks 5 laboratory ("BW5"). BW5 was configured with many Hamilton robots for high-volume liquid handling. During the test, which ran using the GEB Tips Ginkgo had purchased, seven of Ginkgo's Hamilton robots crashed.

15. Ginkgo investigated the crashes and determined that they had occurred because the GEB Tips did not mount properly on the Hamilton robots. Hamilton robots feature a multi-probe head, which mounts tips used for liquid handling and discards them after the operation. After a Hamilton robot's multi-probe head mounts a new batch of tips in anticipation of a liquid handling event, an empty tips receptacle (called a "wafer") from the previous cycle moves into "waste position" to collect the used tips the robot discards. The Hamilton robots, however, could not and did not mount the defective GEB Tips on their multi-probe head because the tips were built to incorrect specifications. As a result, these GEB Tips remained in the wafers. These wafers, which were supposed to be empty but instead contained defective GEB Tips, then moved into waste position to collect the next batch's used tips. But because the wafers still contained unused GEB Tips left over from the previous cycle, the robots crashed into the wafers. The image below shows one of the crashes:

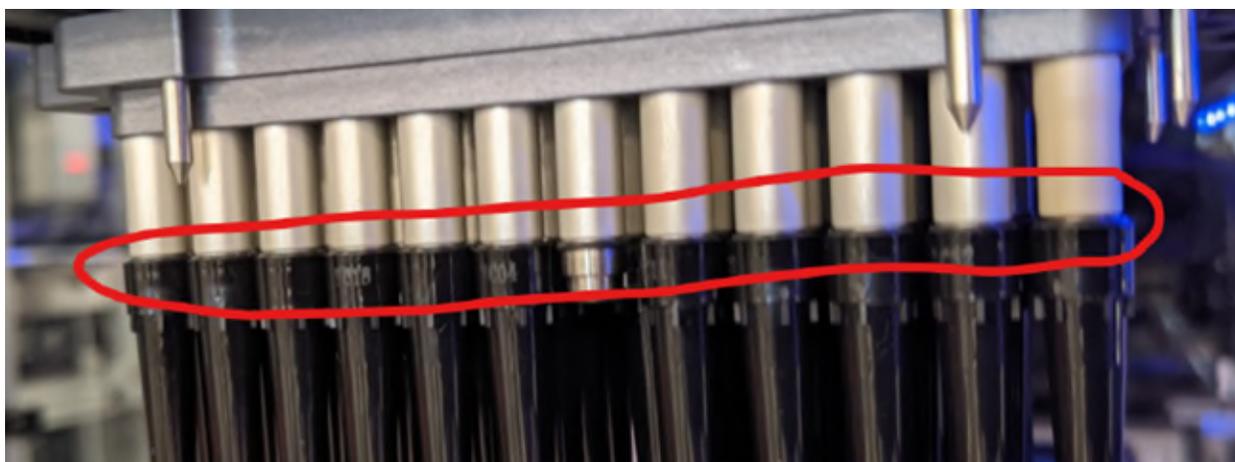
¹ On April 14, 2021, Thomas Scientific agreed to cancel the undelivered cases of GEB Tips ordered pursuant to three of Ginkgo's five POs. Ginkgo received partial shipments of GEB Tips associated with these three POs, and paid for the amounts it received in full.



16. Following further investigation, Ginkgo discovered that many of the GEB Tips were 0.1 millimeter narrower in diameter and approximately 1 millimeter longer in length than tips sourced from Hamilton. Such deviations are outside of Hamilton's and Ginkgo's specifications, suggesting a lack of quality on the supplier end.

17. As discussed above, conforming to the precise specifications is critical for Hamilton robots because of their reliance on correct O-ring placement against the tips' interior grooves.

18. Approximately fifteen percent of the lots of the GEB Tips used during the test deviated so far from specifications that they would not mount on the Hamilton robots at all. And even when the robots managed to pick up some of the GEB Tips, those tips were inappropriately mounted, leading to the potential for failure of the liquid handling event. The image below shows tips improperly mounted on Hamilton robots (the O-rings are visible above the tips):



19. Following the equipment crash, Ginkgo learned that the defective GEB Tips had introduced the risk of damage to some of Ginkgo’s robots. Indeed, collisions of the type that occurred during the March 3, 2021 high-speed test can lead to large motor stall currents that may damage a robot’s control and motion circuitry. This discovery necessitated further analysis and mitigation efforts to prevent future damage to Ginkgo’s equipment. Ultimately, to avoid such damage, Ginkgo ceased using and quarantined its entire inventory of GEB Tips.

C. Ginkgo Devotes Substantial Time and Resources To Identifying The Defective GEB Tips In Its Inventory.

20. On March 9, 2021, Ginkgo informed Thomas Scientific that the GEB Tips’ “dimensional tolerance was out of spec,” which had resulted in “a big issue with [Ginkgo]’s automation systems.”

21. Thomas Scientific expressed a willingness to provide replacements – but only for individual defective GEB Tips. Thomas Scientific did not suggest any way by which the parties might identify the individual defective GEB Tips in the thousands of cases Ginkgo had purchased.

22. Further complicating matters, Thomas Scientific informed Ginkgo that Thomas Scientific and GEB could not “provide an accurate accounting of which lots [Ginkgo had]

received.” Ginkgo received its orders in piecemeal fashion, a handful of lots at a time. Without any tracking or accounting by Thomas Scientific, and before considering how it might attempt to identify individual lots of defective GEB Tips, Ginkgo first had to expend significant resources to determine: (1) which and how many of the thousands of cases it had ordered were already in its inventory and (2) which cases had yet to be delivered. To assist with this effort, Ginkgo hired Sterling Corporation (“Sterling”) to audit its inventory of GEB Tips.

23. Using information derived from the robot crash, Ginkgo managed to identify the two lots containing defective 300 uL tips that led to the crashes on March 3, 2021: 201019-1412 and 201019-1411.

24. Ginkgo then attempted to identify other defective GEB Tips. Ginkgo asked Thomas Scientific questions about GEB’s manufacturing processes, such as whether a particular lot was associated with one or more specific molds. If that had been the case, Ginkgo could have used the two confirmed bad lots to match lot and mold numbers, identify all tips associated with those mold numbers as defective, and begin manually testing the remainder of its inventory. But this plan was not feasible because, as Thomas Scientific relayed from GEB, “[a] failure observed for a specific lot cannot tell whether or not other lots might share the same issues only when the mold numbers are the same.”

D. The Purchase Orders.

25. Ginkgo issued POs in response to quotes from Thomas Scientific. The POs include the following provisions:

The purchase price for the products are inclusive of the quality control test materials to be provided to Ginkgo within seven (7) days after the date hereof. In the event that (i) Ginkgo does not timely receive such quality control test materials or (ii) Ginkgo determines in good faith, after performing testing and validation of such quality control test materials, that the products ordered hereunder would not meet Ginkgo/s [sic] technical requirements or

specifications, then in either case, Ginkgo may terminate this purchase order and receive a full refund of the amounts paid (and if applicable, return any products already shipped to Ginkgo).

In the event that Ginkgo receives a defective product batch or lot (which will be determined in good faith by Ginkgo from testing the quality of such batch or lot), Ginkgo may, at its reasonable discretion, (a) return such defective product batch or lot and receive a pro-rata refund of the applicable amounts paid or (b) receive applicable replacement products from the supplier at no additional charge, provided that, in the case of (b), if supplier cannot deliver such replacement products in a time period acceptable to Ginkgo, Ginkgo may subsequently elect the options set forth in clause (a).

26. Under these terms, if Ginkgo determined that the GEB Tips supplied by Thomas Scientific were defective or otherwise did not meet Ginkgo's technical requirements or specifications, Ginkgo could return the products for a full refund.

27. Thomas Scientific manifested its assent to these terms both by sending Ginkgo acknowledgment forms, without qualification, and through its conduct.

E. Thomas Scientific Rejects All Of Ginkgo's Proposals.

28. On June 10, 2021, Ginkgo met with representatives from Thomas Scientific and GEB via Zoom. During the meeting, Ginkgo proposed a detailed quality control plan, which included testing procedures as well as statistical sampling based on standards endorsed by the American Society for Quality. Under the plan, Ginkgo would test 20 racks of GEB Tips from each of the lots in its inventory. Within each rack, Ginkgo would measure each tip's inner diameter and length against Hamilton's specifications and would test whether Ginkgo's robots could pick up the tips. To verify proper liquid handling, Ginkgo proposed engaging a quality assurance expert to measure liquid volumes. If any of the 20 sample racks from a given lot contained GEB Tips that failed the testing procedures, the lot would be deemed defective. If three or more lots proved defective, Ginkgo would cease testing and return its entire inventory of tips to Thomas Scientific for a refund.

29. On June 24, 2021, Thomas Scientific informed Ginkgo that GEB had conducted testing on the retention samples for the lots of GEB Tips Ginkgo had identified and had concluded that the samples were not defective. Neither Thomas Scientific nor GEB provided the test results to Ginkgo. Thomas Scientific then proposed that Ginkgo send samples of the lots of the GEB Tips in its inventory to an independent testing lab to confirm GEB's findings. Thomas Scientific later clarified that, if Ginkgo accepted this counter-proposal, there "w[ould] be no relief should the tips be found to meet GEB's specifications regardless of how that may compare to Ginkgo's own specifications."

30. As Ginkgo explained to Thomas Scientific, it did not matter whether the tips passed GEB's internal testing – the binding terms of the POs state that it is for Ginkgo, not GEB or Thomas Scientific, to determine whether the tips are acceptable from a quality control perspective.

31. Moreover, the efficacy of GEB's internal testing protocols is belied by Ginkgo's first-hand experience with the GEB Tips, which were demonstrably incompatible with, and even risked damaging, the Hamilton robots they were purportedly compatible with and made to fit.

32. On July 2, 2021, Ginkgo informed Thomas Scientific that in connection with its quality control efforts, Ginkgo had found, among other things, that not only were the 300 uL GEB Tips out of spec, but the inner diameters of the 50 uL and 1000 uL GEB Tips were also well outside of the acceptable ranges. The table below, which Ginkgo presented to Thomas Scientific on July 2, 2021, compares Ginkgo's measurements of 50 uL, 300 uL, and 1000 uL GEB Tips in its inventory against Hamilton's specifications and identifies material deviations:

GEB - Inner Diameter		
Tip Type	Measured Range	Acceptable Range
50uL	6.72 - 6.74 mm	6.74 - 6.80 mm
300uL	6.72 - 6.74 mm	6.74 - 6.80 mm
1000uL	6.72 - 6.74 mm	6.74 - 6.80 mm

33. On July 17, 2021, Ginkgo sent Thomas Scientific two new, alternative proposals to resolve the dispute. Under the first, Thomas Scientific would pay an independent lab to determine the approximate amount of defective tips using the quality plan Ginkgo previously proposed. Any defective lots would be returned and refunded. And if the independent lab determined that three or more lots were defective, Ginkgo would return its entire inventory to Thomas Scientific for a full refund. Alternatively, Ginkgo proposed returning its entire inventory for a full refund without any further testing.

34. On July 20, 2021, Thomas Scientific rejected both proposals. It instead suggested that if Ginkgo undertook the expensive and time-consuming process of identifying a particular lot and mold that passed Ginkgo’s quality control checks, Thomas Scientific and GEB would then use that mold to create new tips to “replace any 300ul cases of tips that have been confirmed to not work for [Ginkgo].”

35. Because of the already manifest defects with the GEB Tips, Ginkgo would have had to undergo extensive and costly quality control testing on any such replacements to prevent damage to Ginkgo’s automated systems and further risks and delays to Ginkgo’s scientific work. This proposal also did not provide for return or replacement of any of the cases of 50 uL or 1000 uL tips, which, as Ginkgo had already explained to Thomas Scientific, were also defective.

36. Ginkgo rightly declined the July 20, 2021 proposal and offered, as a compromise,

to return the tips in exchange for a credit toward future purchases with Thomas Scientific.

Thomas Scientific rejected this proposal too.

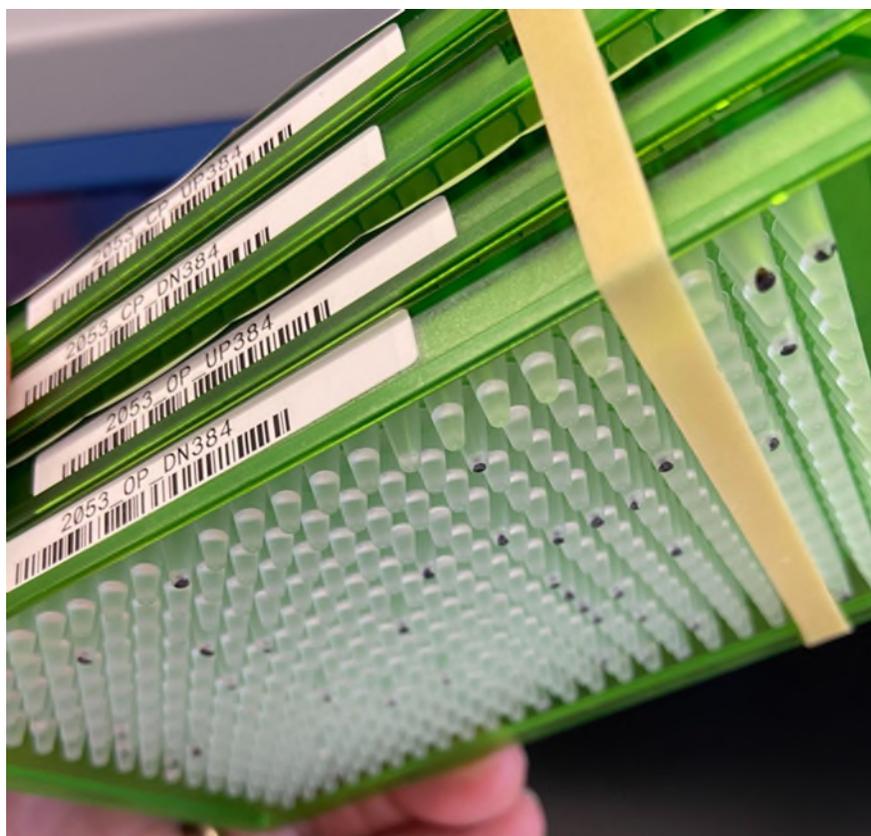
37. Because Thomas Scientific refused all of Ginkgo's reasonable proposals, Ginkgo still has thousands of cases containing defective and unusable GEB Tips in its inventory. Ginkgo continues to pay to store these cases in an offsite storage facility.

F. Ginkgo Discovers Additional Problems With The GEB Tips.

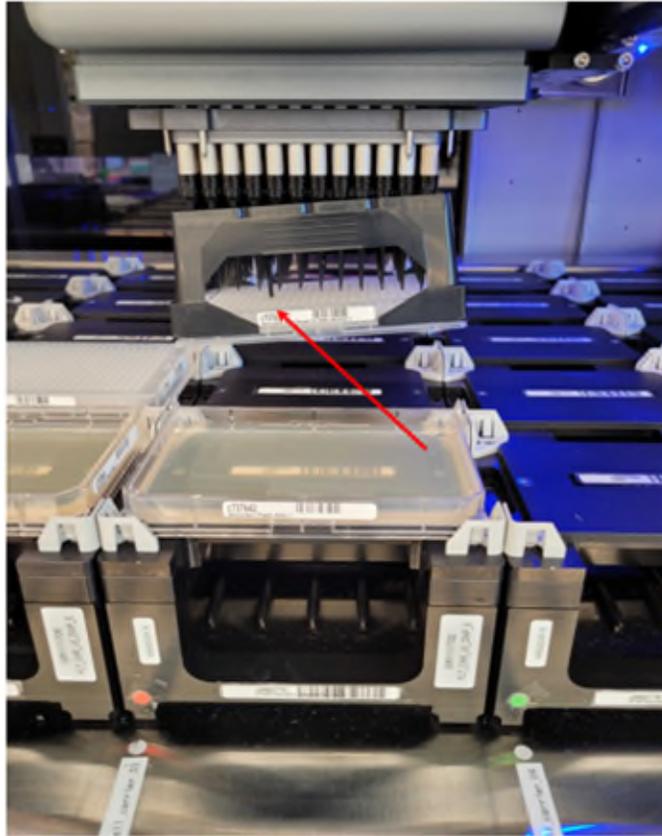
38. Attempting to mitigate its losses, Ginkgo has tried to find uses for certain of the GEB Tips in the hope that some of them might function acceptably. While using 50 uL GEB Tips with its Hamilton robots to deposit liquid samples into well plates,² Ginkgo noticed that a particular batch of GEB Tips had caused 40 misses (in 384 attempts). In other words, these GEB Tips had a failure rate higher than 10%. Ginkgo then switched back to using Hamilton brand tips and had no further issues.

39. The image of the well plate below was taken following this incident. The image is annotated with black dots on the bottom of the wells that did not receive sufficient liquid because of the defective GEB Tips:

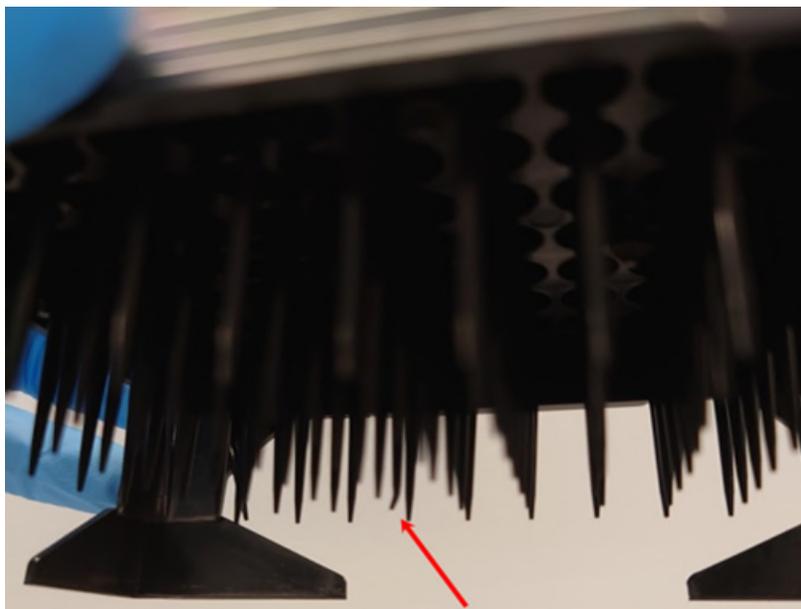
² Well plates, commonly used in laboratory settings, are flat plates that resemble trays and contain multiple wells that are used as small test tubes.



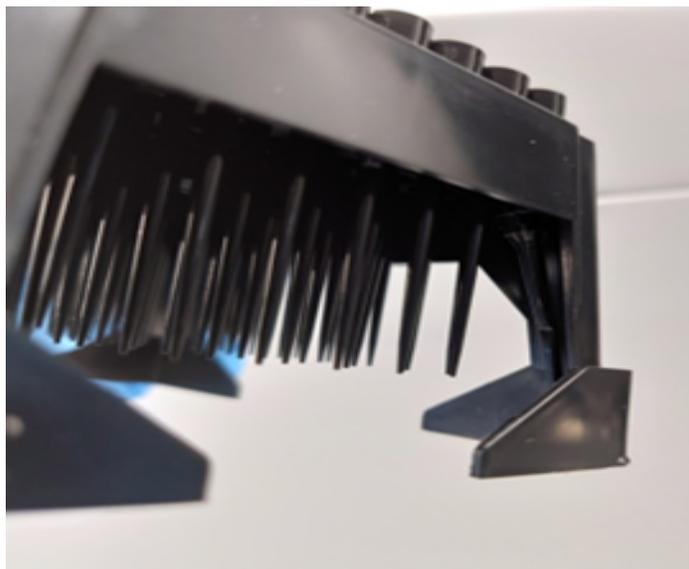
40. Ginkgo has encountered other issues with the 50 uL GEB Tips. While Ginkgo personnel were testing multiple racks of 50 uL GEB Tips, a tip in the rack below the top rack became stuck to a tip above. This led to “a pretty hard crash” of another of Ginkgo’s Hamilton robots, as the tip rack carrier was “sandwich[ed]” by the robot’s multi-probe head. The image below shows the aftermath of the crash, with the red arrow indicating where the GEB Tips were stuck together:



41. After further investigation, Ginkgo personnel discovered that one of the 50 uL GEB Tips in the top rack was bent, which likely caused the crash. The image below shows the bent GEB Tip:



42. During its investigation into this crash, Ginkgo personnel discovered additional issues among the racks of 50 uL GEB Tips. Specifically, multiple racks that had just been opened were stuck together because GEB Tips had gotten wedged in the corners of the racks. One of the freshly opened racks of GEB Tips was even missing a tip. The images below show (i) a separated rack, with one of the wedged tips in the corner, (ii) damage to GEB Tips that were wedged in the racks, and (iii) the rack of GEB Tips with one tip missing:





43. Ginkgo encountered similar issues with defective 1000 uL GEB Tips in its inventory. On three separate occasions involving a particular lot of 1000 uL GEB Tips, multiple tips fell off a Hamilton robot's multi-probe head, causing spillage during the liquid handling event.

COUNT ONE
(Breach of Contract)

44. The allegations in paragraphs 1 through 43 are incorporated herein.

45. Ginkgo's POs, which contain various terms and conditions, constituted offers to purchase GEB Tips from Thomas Scientific. One of the terms in Ginkgo's POs states, in substance, that if Ginkgo determines that the tips Thomas Scientific supplies are defective or otherwise do not meet Ginkgo's technical requirements or specifications, Ginkgo may elect to return the products for a full refund. Thomas Scientific manifested its acceptance of Ginkgo's offers by sending Ginkgo acknowledgements, without reservation, and through its conduct (i.e.,

supplying GEB Tips). Accordingly, the parties entered into valid and binding contracts supported by adequate consideration.

46. Ginkgo performed all its obligations under the terms of the parties' contracts.

47. Thomas Scientific, by contrast, has breached its contractual obligations by supplying defective GEB Tips and by refusing to allow Ginkgo to exercise its contractual right to return those tips for a full refund.

48. As a direct and proximate result of Thomas Scientific's breaches of the parties' contracts, Ginkgo has so far suffered direct, consequential, and incidental damages of at least \$3,377,772. This figure includes the cost of purchasing and storing the thousands of cases of unusable and defective tips, the cost of hiring Sterling to audit Ginkgo's inventory of GEB Tips, and other costs associated with Ginkgo's efforts to diagnose and remediate the tips issue. Ginkgo's damages are also ongoing; the longer Ginkgo has to pay to store the defective tips at an off-site facility, the higher Ginkgo's damages figure will climb.

COUNT TWO
(Breach of Express Warranty)

49. The allegations in paragraphs 1 through 48 are incorporated herein.

50. The GEB Tips are "goods" within the meaning of Mass. Gen. Laws c. 106, § 2-105.

51. Thomas Scientific created an express warranty under Mass. Gen. Laws c. 106, § 2-313 by first providing Ginkgo with samples of GEB Tips. After confirming that the samples Thomas Scientific provided met Hamilton's (and Ginkgo's) specifications, Ginkgo placed the large orders of GEB Tips, which proved defective.

52. By supplying defective GEB Tips after first providing non-defective samples, Thomas Scientific breached its express warranty.

53. As a direct and proximate result of Thomas Scientific's breach, Ginkgo has suffered damages in the amount set forth above.

COUNT THREE
(Breach of Implied Warranty of Merchantability)

54. The allegations in paragraphs 1 through 53 are incorporated herein.

55. The GEB Tips are "goods" within the meaning of Mass. Gen. Laws c. 106, § 2-105 and are thereby protected by an implied warranty of merchantability.

56. The purportedly "Hamilton-Compatible" GEB Tips are not reasonably suitable for the ordinary uses for which goods of their kind and description are sold. Indeed, among numerous other issues described above, the tips did not fit on and/or risked damaging Ginkgo's Hamilton robots.

57. Further, the GEB Tips' defects were present at the time they were delivered to Ginkgo, and Thomas Scientific made no reasonable attempt to repair or replace them.

58. As a direct and proximate result of Thomas Scientific's breach, Ginkgo has suffered damages in the amount set forth above.

COUNT FOUR
(Breach of the Implied Warranty of Fitness for a Particular Purpose)

59. The allegations in paragraphs 1 through 58 are incorporated herein.

60. The GEB Tips are "goods" within the meaning of Mass. Gen. Laws c. 106, § 2-105.

61. Before purchasing the GEB Tips, Ginkgo informed Thomas Scientific that it was particularly important that the tips Ginkgo purchased work seamlessly with its Hamilton robots because of the precision, pace, and scale of Ginkgo's scientific work.

62. Thomas Scientific reassured Ginkgo that the GEB Tips would meet Ginkgo's

needs and would work with Ginkgo's Hamilton robots.

63. Ginkgo relied on Thomas Scientific's expertise, skill, judgment, and representations that the GEB Tips would meet Ginkgo's requirements in deciding to move forward with purchasing large quantities of GEB Tips.

64. The GEB Tips Thomas Scientific supplied were not reasonably suited for the particular purpose for which they were purchased. To the contrary, among other issues, the GEB Tips did not fit on and/or risked damaging Ginkgo's equipment.

65. As direct and proximate result of Thomas Scientific's breach, Ginkgo has suffered damages in the amount set forth above.

COUNT FIVE
(Promissory Estoppel)

66. The allegations in paragraphs 1 through 65 are incorporated herein.

67. Thomas Scientific represented and promised that it would supply Ginkgo with "Hamilton-Compatible" conductive filter tips.

68. In reasonable, foreseeable, and detrimental reliance on Thomas Scientific's representations and promises, Ginkgo incurred substantial cost to purchase, and later store, thousands of cases of the purportedly "Hamilton-Compatible" tips, which were defective and unusable.

69. Thomas Scientific failed to deliver on its promises and representations, which has caused Ginkgo to suffer substantial damages in the amounts discussed above. Thus, injustice could be avoided by awarding Ginkgo the damages it seeks.

COUNT SIX
(Unjust Enrichment)

70. The allegations in paragraphs 1 through 69 are incorporated herein.

71. Ginkgo conferred a benefit upon Thomas Scientific in the form of substantial remuneration for thousands of cases of conductive filter tips which Thomas Scientific marketed and sold as “Hamilton-Compatible.”

72. Because the tips Thomas Scientific supplied in exchange for Ginkgo’s payment were not “Hamilton-Compatible,” but were instead defective and unusable, it would be unjust to allow Thomas Scientific to retain the amounts it received from Ginkgo.

COUNT SEVEN
(Violations of Mass. Gen. Laws c. 93A, §§ 2 and 11)

73. The allegations in paragraphs 1 through 72 are incorporated herein.

74. At all relevant times hereto, Thomas Scientific was engaged in trade or commerce as those terms are used in Mass. Gen. Laws c. 93A, §§ 2 and 11.

75. While engaged in trade and commerce, Thomas Scientific engaged in unfair and deceptive acts and practices, including, without limitation, by marketing GEB Tips as “Hamilton-Compatible” when they were manifestly not compatible with Hamilton robots, refusing to honor the PO provisions providing Ginkgo with a contractual right to return the defective GEB Tips, and rejecting all of Ginkgo’s reasonable attempts to resolve this dispute.

76. As a result of the unfair and deceptive conduct of Thomas Scientific, Ginkgo sustained damages in the amounts set forth above.

77. The unfair and deceptive events described herein occurred primarily and substantially in Massachusetts. Thomas Scientific contracted with and sold to Ginkgo, a Massachusetts-based company, thousands of cases of GEB Tips. Thomas Scientific arranged for the tips to be delivered to Ginkgo’s facility in Massachusetts, which is where Ginkgo’s damages were (and continue to be) sustained.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that the Court:

- A. Award Plaintiff direct, consequential, and incidental damages of at least \$3,377,772, plus interest as allowed by law;
- B. Award Plaintiff treble damages, attorneys' fees and costs in connection with Count Seven;
- C. Enter judgment for Plaintiff on each of its claims; and
- D. Award plaintiff such other and further relief as the Court deems just and equitable.

Ginkgo hereby demands a jury trial on all claims so triable.

GINKGO BIOWORKS, INC.

By its attorneys,

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