EXHIBIT 5

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARBUTUS BIOPHARMA CORPORATION and GENEVANT SCIENCES GmbH, Plaintiffs, v. MODERNA, INC. and MODERNATX, INC., Defendants.	C.A. No. 22-252-MSG
MODERNA, INC. and MODERNATX, INC., Counterclaim-Plaintiffs, v. ARBUTUS BIOPHARMA CORPORATION and GENEVANT SCIENCES GmbH, Counterclaim-Defendants.	**CONTAINS INFORMATION DESIGNATED BY MODERNA AS HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL'S EYES ONLY**

DEFENDANTS' FIRST SUPPLEMENTAL OBJECTIONS AND RESPONSES TO PLAINTIFFS' FOURTH SET OF INTERROGATORIES (NO. 18)

Pursuant to Fed. R. Civ. P. 33, Defendants Moderna, Inc. and ModernaTX Inc. (collectively, "Moderna" or "Defendants") provide their First Supplement Objections and Responses to Plaintiffs Arbutus Biopharma Corporation ("Arbutus") and Genevant Sciences GmbH's ("Genevant," collectively "Plaintiffs") Fourth Set of Interrogatories (No. 18).

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GENERAL OBJECTIONS

Moderna incorporates by reference the General Objections provided in Defendants' Objections and Responses to Plaintiffs' First Set of Interrogatories, served March 20, 2023. These general responses and objections apply to the response to Plaintiffs' Interrogatory, as if fully set forth therein. The failure to repeat any of the General Objections in the specific responses below shall not be deemed a waiver of such objection or limitation.

Moderna incorporates by reference the Definitions provided in Defendants' Objections and Responses to Plaintiffs' First Set of Requests for Production, served February 2, 2023, and in Defendants' Objections and Responses to Plaintiffs' First Set of Interrogatories, served March 20, 2023. These definitions form a part of, and are hereby incorporated into, the response to the Interrogatory set forth below.

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SPECIFIC OBJECTIONS AND RESPONSES

INTERROGATORY NO. 18

For each contract for sale of the Accused Product that Moderna contends is not an infringing sale because the product was not imported into or manufactured in the United States (whether or not Moderna also has other bases for contending such sale was not an infringing sale), identify:

(1) the parties to the contract, the date of the contract, the number of doses sold under the contact [*sic*], and the price per dose;

(2) each location at which the Accused Product sold pursuant to the contract was manufactured, warehoused, or delivered, and the quantity of doses manufactured, warehoused, or delivered at each such location;

(3) the name of each Moderna employee, officer, or director who participated in pricing or contract negotiations (including any post-sale negotiations) or who signed the contract; for each such Moderna employee, officer, or director, also identify his or her office location, role in the negotiations and, if he or she signed the contract, the location from which he or she signed (*see Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 831 F.3d 1369, 1378 (Fed. Cir. 2016) (identifying the location of "pricing and contracting negotiations" and "the final formation of a contract for sale" as relevant factors));

(4) 4. [*sic*] The date(s), location(s), and all attendees with their office locations of all in-person meetings during which negotiations of the contract occurred (*see Halo Elecs.*, 831 F.3d at 1378 (identifying the location of "pricing and contracting negotiations" as a relevant factor));

(5) any and all locations from which purchase orders pursuant to the contract were issued or received and the location of the Moderna person(s) responsible for reviewing and confirming such purchase orders (*see Halo Elecs.*, 831 F.3d at 1378 (identifying the location where the defendant received "the actual purchase orders for those products" as a relevant factor);

(6) any and all locations of Moderna personnel responsible for manufacturing planning and order fulfilment for the Accused Products sold pursuant to the contract (*see Carnegie Mellon Univ. v. Marvell Tech. Grp., Ltd.*, 807 F.3d 1283, 1309 (Fed. Cir. 2015) (identifying the location of "specific contractual commitments for specific volumes" as a relevant factor));

(7) any and all entities that received payments pursuant to the contract and the location of each such entity, including the identity of each bank that received payments and the location of such bank (*see Halo Elecs.*, 831 F.3d at 1378 (identifying the location where the defendant "was paid" as a relevant factor));

(8) the name of each Moderna employee, officer, or director who participated in marketing campaigns related to the contract, the role such person played in the marketing campaign, and their respective office locations (*see Halo Elecs.*, 831 F.3d at 1378 (identifying the location where "marketing activities took place" as a relevant factor)); and

(9) each location of product research and development activities, or clinical testing (including decisions on the design of clinical tests) regarding the Accused Product that was cited or relied upon as part of obtaining or maintaining regulatory approval for the Accused Product sold pursuant to the contract, and a description of the work done at each location; (*see Marvell Tech.*, 807 F.3d at 1309 (identifying the location where "activities related to designing, simulating, testing, evaluating, [and] qualifying" the accused product occurred as relevant factors)).

RESPONSE TO INTERROGATORY NO. 18:

Moderna objects to this Interrogatory as overbroad, unduly burdensome, and calling for information not relevant to any of the claims or defenses in this litigation and/or not proportional to the needs of this case. Moderna will not provide or produce information that is not relevant to the Asserted Claims or the Accused Product. To the extent this Interrogatory improperly extends beyond the permitted scope as set forth by the Court's February 27, 2024 Order (D.I. 229, ¶ 5), Moderna will not provide information relating to doses that were not made, used, offered for sale, or sold within the United States or imported into the United States, which are not accused of infringement. Moderna objects to this Interrogatory as vague and ambiguous as to the terms "contract for sale" and "the product," which are not defined. Moderna objects to this Interrogatory to the extent it seeks information or the identification of documents and things subject to confidentiality obligations owed to third parties (by agreement or by law), including foreign governments, that prohibit or restrict their disclosure by Moderna. Moderna objects to this Interrogatory for being unlimited in time or not limited to a time frame relevant to this litigation, and therefore unduly burdensome, overly broad, and not proportional to the needs of the case. Moderna further objects to this Interrogatory to the extent it seeks information protected from discovery by the attorney-client privilege, attorney work product doctrine, or any other applicable

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