

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARBUTUS BIOPHARMA CORPORATION)	
and GENEVANT SCIENCES GmbH,)	
)	
Plaintiffs,)	
)	
v.)	C.A. No. 22-252 (MSG)
)	
MODERNA, INC. and MODERNATX, INC.)	
)	
Defendants.)	
<hr/> MODERNA, INC. and MODERNATX, INC.,)	
)	
Counterclaim-Plaintiffs,)	
)	
v.)	
)	
ARBUTUS BIOPHARMA CORPORATION)	
and GENEVANT SCIENCES GmbH,)	
)	
Counterclaim-Defendants.)	

STIPULATED PROTECTIVE ORDER

Disclosure and discovery activity in the above-captioned action may call for the production or disclosure of trade secret or other proprietary or confidential research, development, or commercial information within the meaning of Fed. R. Civ. P. 26(c), other private or competitively sensitive information, and/or personally identifiable information for which protection from public disclosure and from use for any purpose other than prosecuting and defending the above-captioned action is warranted. Accordingly, Plaintiffs Arbutus Biopharma Corporation (“Arbutus”) and Genevant Sciences GmbH (“Genevant”) and Defendants Moderna, Inc. and ModernaTX, Inc. (collectively, “Moderna”) (Plaintiffs and Defendants may be referred to herein as individually as a “Party,” or collectively as the “Parties”), hereby stipulate to and ask the Court to enter this Stipulated Protective Order (“Order”) pursuant to Fed. R. Civ. P. 26(c) and Fed. R. Evid. 502(d).

The Court retains the right to allow disclosure of any subject covered by this Order or to modify this Order at any time in the interest of justice.

I. DEFINITIONS

1.1 Challenging Party means a Party or Non-Party that challenges the designation of information or items under this Order.

1.2 “CONFIDENTIAL” Material means any Discovery Material a Producing Party has, subject to the provisions of this Order, designated as “CONFIDENTIAL,” based on the Producing Party’s reasonable and good faith belief that the Discovery Material constitutes or reveals information or material not generally known and which the Producing Party would normally not reveal to third parties, including but not limited to:

- (a) Confidential business information;
- (b) Sales figures and projections, which will be designated “CONFIDENTIAL”;
- (c) the lipid molar ratio of the Accused Products and the lipid molar ratio of products developed or licensed by Plaintiffs (for clarity, the lipid molar ratio itself will be treated CONFIDENTIAL, but not necessarily documents that disclose such lipid molar ratios, which are to be designated according to the criteria in this paragraph 1.2 and paragraph 1.8);
- (d) Non-public communications with regulators or other governmental bodies that are protected from disclosure by statute or regulation;
- (e) Information, materials, and/or other documents reflecting non-public business or financial strategies, and/or confidential competitive information which, if disclosed, could result in competitive harm to the disclosing party;
- (f) Sensitive, non-public personal, client, or customer information concerning individuals or other entities.
- (g) Information as to which applicable law – foreign or domestic, including but not limited to the EU General Data Protection Regulation – requires the equivalent of

“CONFIDENTIAL” treatment or other protection from unauthorized disclosure as set forth in this Order.

1.3 Counsel (without qualifier) means Outside Counsel and In-House Counsel.

1.4 Designating Party means any Party or Non-Party that designates Discovery Material produced by itself or any other Producing Party as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY.”

1.5 Designated In-House Counsel means In-House Counsel who seek access to “CONFIDENTIAL” information in this action. Unless otherwise agreed to by the Parties, Designated In-House Counsel means up to two (2) in-house attorneys for Arbutus, (2) in-house attorneys for Genevant, and two (2) in-house attorneys for Defendants. Designated In-House Counsel for Genevant may be employed by Genevant Sciences Ltd., Genevant Sciences, Inc., Genevant Sciences Corporation, or Genevant Sciences GmbH. If Designated In-House Counsel ceases to be employed by the respective party, that party may substitute Designated In-House Counsel with written notice to all other Parties, which shall include the name, job title, and affiliation of the Designated In-House Counsel to be substituted. In the event of such a substitution, the new Designated In-House Counsel may not receive “CONFIDENTIAL” information for seven (7) days after the notice is provided. In the event of an objection to the substitution of Designated In-House Counsel during this period, the Parties will meet-and-confer and the objecting party will have seven (7) days after the objection to initiate the applicable dispute resolution mechanism. Initial Designated In-House counsel, and their present job titles and affiliations, are set forth below:

For Arbutus:

(1) [To be named at a later date].

(2) [To be named at a later date].

For Genevant:

(1) Peter Zorn, President and Chief Legal Officer, Genevant Sciences, Inc.

(2) [To be named at a later date].

For Defendants:

(1) [To be named at a later date].

(2) [To be named at a later date].

1.6 Discovery Material means all items or information, regardless of the medium or manner in which it is generated, stored or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced in this action.

1.7 Expert and/or Consultant means a person with specialized knowledge or experience in a matter pertinent to this action, along with his or her employees and support personnel, who has been retained by a Party or its Counsel to serve as an expert witness or a consultant in this action, and who is not currently an employee of a Party and who, at the time of retention, is not anticipated to become an employee of a Party.

1.8 “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” Material means any Discovery Material a Producing Party has, subject to the provisions of this Order, designated as “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” based on the Producing Party’s reasonable and good faith belief that the Discovery Material constitutes or reveals:

(a) Confidential trade secret, know-how, personnel, financial, or other proprietary information the disclosure of which would result in competitive, commercial, or financial harm to the Producing Party or its personnel, clients, or customers;

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