UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 29, 2020

MODERNA, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-38753**	**81-3467528**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

200 Technology Square **Cambridge, MA**	**02139**
(Address of principal executive offices)	**(Zip code)**

(Registrant's telephone number, including area code): (617) 714-6500

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 203.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common stock, par value $0.0001 per share	**MRNA**	**The NASDAQ Stock Market LLC**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 8.01. Other Events.

On March 29, 2020, Moderna, Inc. ("Moderna" or the "Company") issued a press release that provides an update on the impact of COVID-19 on the Company's business operations and clinical program development. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 5.02. Departure of Directors or Principal Officers; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers.

(e) On March 29, 2020, the Company entered into an Executive Retention Agreement (the "Agreement") with Tal Zaks, M.D., the Company's Chief Medical Officer ("CMO"), which sets forth the terms of Dr. Zaks' continued services as the Company's CMO through at least September 30, 2021 (the "Retention Date"). The Agreement will be effective through the Retention Date or the last date of Dr. Zaks' employment, if different, as set forth therein (the "Retention Period").

During the Retention Period, Dr. Zaks' base salary will continue to be as set by the Company's Chief Executive Officer and the Compensation and Talent Committee (the "Committee") and subject to periodic review and adjustments at the discretion of the Committee. During the Retention Period, Dr. Zaks will also remain eligible to participate in the Company's Amended and Restated Executive Severance Plan (the "Severance Plan") subject to the terms and conditions of the Severance Plan.

Provided that Dr. Zaks remains continuously employed by the Company through the Retention Date, or in the event that Dr. Zaks' employment is terminated by the Company without Cause (as defined in the Severance Plan) prior to the Retention Date, the Company will pay Dr. Zaks a one-time cash bonus of $1,000,000 (the "Retention Bonus"), subject to tax withholding under applicable law.

Upon Dr. Zaks' termination of employment on or after the Retention Date for any reason other than for Cause or in the event that the Company terminates Dr. Zaks' employment without Cause prior to the Retention Date, then subject to Dr. Zaks' agreement to a general release and certain other standard terms and conditions, any options to purchase the Company's common stock granted to Dr. Zaks under the Company's equity plans, to the extent vested, exercisable and outstanding immediately prior to such termination, will remain exercisable for two years following the date of such termination (but in no event later than the original expiration date applicable to such option).

The above summary is not complete and is qualified in its entirety by the Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Executive Retention Agreement, dated March 29, 2020, by and between Moderna, Inc. and Tal Zaks, M.D.
99.1	Press Release issued by Moderna, Inc. on March 29, 2020

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: March 30, 2020

MODERNA, INC.

By: /s/ Lori Henderson
Lori Henderson
General Counsel and Secretary

Exhibit 10.1

EXECUTIVE RETENTION AGREEMENT

This Executive Retention Agreement (this "**Agreement**") is entered into effective as of March 29, 2020 (the "**Effective Date**") between Tal Zaks, M.D. (the "**Executive**") and Moderna, Inc. (the "**Company**," together with Executive, the "**Parties**").

WHEREAS, the Executive currently serves as the Company's Chief Medical Officer; and

WHEREAS, the Board of Directors wishes to enter into this Agreement with the Executive to set forth the terms of the Executive's continued services to the Company through at least September 30, 2021 (the "**Retention Date**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Retention Period; Duties.

a. Term and Position. This Agreement shall be effective from the Effective Date through the Retention Date or the last day of Executive's employment, if different, as set forth herein (the "**Retention Period**"). The Executive shall continue to serve as the Company's Chief Medical Officer during the Retention Period. Nothing in this Agreement changes the "at will" nature of the Executive's employment with the Company.

b. Duties. During the Retention Period, the Executive shall continue to report to the Company's Chief Executive Officer (the "**CEO**") and shall have the duties and responsibilities as set out by the CEO and the Company's Board of Directors.

c. Work Location and Travel. The Executive's place of work during the Retention Period shall continue to be in Cambridge, Massachusetts, with such business travel as the CEO and the Executive shall mutually agree.

2. Compensation During the Retention Period.

a. Salary. During the Retention Period, the Executive's base salary shall continue to be as set by the CEO and approved by the Company's Compensation and Talent Committee (the "**Compensation Committee**"), payable semi-monthly in accordance with the Company's normal payroll practices, subject to tax withholding under applicable law. The Executive's salary will continue to be subject to periodic review and adjustments at the discretion of the CEO and the Compensation Committee.

b. Bonus. The Executive shall continue to be eligible to receive an annual incentive bonus under the Company's Senior Executive Cash Incentive Bonus Plan, including with respect to fiscal year 2020, as determined and approved by the Company's Compensation Committee.

c. Expenses. The Executive shall be entitled to receive reimbursement for all reasonable business expenses incurred by him during the Retention Period in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company.

d. Other Benefits. During the Retention Period, the Executive shall continue to be eligible to participate in or receive benefits under the Company's retirement, health, welfare and fringe benefit plans for employees in effect from time to time, subject to the terms and conditions of such plans.

e. Vacations. During the Retention Period, the Executive shall be entitled to vacation in accordance with the Company's vacation policy, as in effect from time to time.

3. Severance and Retention Bonus.

a. Severance. During the Retention Period, the Executive will continue to participate in the Company's Amended and Restated Executive Severance Plan (the "**Severance Plan**") and shall be entitled to any benefits and payments thereunder in the event of a Qualified Termination Event (as defined in the Severance Plan) subject to the terms and conditions of the Severance Plan, provided that any change to the Executive's duties set forth herein shall not constitute Good Reason for purposes of the Severance Plan.

b. Retention Bonus. Provided that the Executive remains continuously employed by the Company pursuant to the terms of this Agreement through the Retention Date, or in the event that the Executive's employment is terminated by the Company without Cause (as defined in the Severance Plan) prior to the Retention Date, the Company shall pay the Executive a one-time cash bonus of $1,000,000 (the "**Retention Bonus**"), subject to tax withholding under applicable law, in a single lump sum within sixty (60) days of the Retention Date or earlier termination without Cause. In the event that the Retention Bonus is payable as a result of a termination of the Executive's employment by the Company without Cause, payment of the Retention Bonus shall be subject to the Executive's execution of the Separation Agreement and Release (as defined in the Severance Plan) and the Separation Agreement and Release becoming irrevocable, all within the time period set forth in the Separation Agreement and Release but in no event more than sixty (60) days after the date of termination.

c. Retirement Program. In the event that the Company adopts a retirement plan or program that is applicable to executive officers of the Company, notwithstanding the terms of this Agreement, the Executive may choose to terminate his employment with the Company under the terms and conditions of such retirement plan or program in which case the terms and conditions of this Agreement would not apply. For purposes of clarity, the Executive could choose either to operate under the terms and conditions of this Agreement or under the terms and conditions of such retirement plan or program and there is no express or implied guarantee that any such plan or program will be adopted by the Company.

4. Company Equity Awards.

a. Treatment of Equity Awards. All outstanding equity awards held by or granted to the Executive under the Moderna Therapeutics, Inc. 2016 Stock Option and Grant Plan (as amended, the "**2016 Plan**") or the Moderna, Inc. 2018 Stock Option and Incentive Plan (the "**2018 Plan**" and together with the 2016 Plan, the "**Plans**") as of the Effective Date shall continue to be governed by the terms and conditions of the Plans and the applicable award agreements.

b. Post-Termination Exercise. Upon the Executive's termination of employment on or after the Retention Date for any reason other than for Cause or in the event that the Company terminates the Executive's employment without Cause prior to the Retention Date, and subject to the Executive's execution and nonrevocation of the Separation Agreement and Release, any options to purchase the Company's common stock granted to the Executive under the Plans, to the extent vested, exercisable and outstanding immediately prior to such termination, shall remain exercisable for two years following the date of such termination (but in no event later than the original expiration date applicable to such option). If the Executive resigns for any reason prior to the Retention Date, the exercise period applicable to any stock options shall be governed in accordance with their terms and shall not be extended as set forth herein.

5. Restrictive Covenants; Injunctive Relief. Executive's obligations set forth in the Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement by and between the Executive and the Company, dated as of February 20, 2015, shall be referred to as the "**Restrictive Covenants**" and are incorporated herein by reference and shall survive the termination or expiration of this Agreement. In consideration of the benefits received under this Agreement, the Executive hereby reconfirms his obligations under the Restrictive Covenants in all respects.

6. Section 409A.

a. Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

b. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The

amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

c. To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

d. The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with, or are exempt from, Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with, or be exempt from, Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

e. The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

7. Entire Agreement. This Agreement constitutes the entire agreement between Executive and the Company concerning Executive's relationship with the Company, and supersedes and replaces any and all prior agreements and understandings between the Parties concerning Executive's relationship with the Company, including that certain Offer Letter by and between the Company and the Executive, dated as of February 15, 2017; provided that, for the avoidance of doubt, the Restrictive Covenants and each of the award agreements applicable to the Executive's outstanding equity awards shall continue to survive.

8. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

9. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Survival. The provisions of Section 5 this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

11. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

12. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

13. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

14. Governing Law. This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles of such Commonwealth. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the First Circuit.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement effective as of the Effective Date.

MODERNA, INC.

By: /s/ Stéphane Bancel
Name: Stéphane Bancel
Title: Chief Executive Officer

EXECUTIVE

/s/ Tal Zaks
Tal Zaks, M.D.

Exhibit 99.1

Moderna Provides Update on the Impact of COVID-19 on Business Operations and Clinical Program Development

Conference call to be held on Monday, March 30 at 8:00 a.m. ET

CAMBRIDGE, Mass., March 29, 2020 — Moderna, Inc., (Nasdaq: MRNA) a clinical stage biotechnology company pioneering messenger RNA (mRNA) therapeutics and vaccines to create a new generation of transformative medicines for patients, today provided an update on the impact of the rapidly evolving COVID-19 pandemic on its business operations and clinical program development.

Moderna's paramount obligation is to ensure the safety of all participants in its clinical programs and the integrity of the studies in which they participate. Moderna is actively monitoring the situation and making adjustments where necessary, and is responding to regulatory, institutional, and government guidance and policies related to COVID-19. The Company is using a risk-based framework to evaluate new participant enrollment and new site initiation on a case-by-case basis. Moderna remains committed to its clinical development plans and is working closely with all stakeholders to try to mitigate the impact of the pandemic on the Company's ongoing clinical trials.

The safety and well-being of Moderna employees is also a top priority for the Company. On March 2, the Company created an internal, cross-functional COVID-19 Response Team to closely monitor the evolving situation and advise on the Company's response. In alignment with public health strategies designed to slow the spread of COVID-19, as of March 12 the Company transitioned to a remote work plan for many employees. Essential in-person laboratory, manufacturing and related functions continue on site, and the Company has restricted visitors and implemented heightened policies to ensure the safety of employees and business continuation. Other employees continue to perform business activities from remote locations.

"The COVID-19 pandemic has created unprecedented challenges and we are committed to ensuring the health and safety of all participants in our and our partners' clinical trials, our clinical trial site teams, vendors and our employees. Moderna's primary focus is on the safety of all involved and the continued conduct of our clinical programs as we navigate the pandemic together," said Stéphane Bancel, Moderna's Chief Executive Officer. "We are also focused on responding to the pandemic through our work on our vaccine candidate against COVID-19, mRNA-1273. We are grateful to everyone both inside and outside Moderna who are working to address this public health crisis. We will get through this together."

Summary of Clinical Trial Impact of COVID-19

Based on the special concerns for the safety and health of pediatric patients and their caregivers, and the risks of disruption to the integrity of trials from COVID-19, the Company has decided to pause new enrollment of its Phase 1 rare disease clinical trials (mRNA-3704 for MMA, mRNA-3927 for PA) and its age de-escalation trial for its pediatric respiratory vaccine (mRNA-1653 for hMPV/PIV3). These decisions will be re-evaluated on an ongoing basis as the COVID-19 situation evolves.

The Company plans to provide a detailed update on its clinical development programs during its first quarter 2020 conference call. Additional program-specific updates as of today follow.

Infectious Diseases

The Company is closely monitoring its ongoing Phase 2 CMV (mRNA-1647) and Phase 1 Zika (mRNA-1893) clinical trials. Both trials are fully enrolled, but some participants have not yet received all scheduled doses of the vaccines. The Company is aware that some participants will not be able to receive their next vaccine dose on time or at all due to the disruptions from COVID-19 and is evaluating the impact on the integrity of these trials.

Due to the pandemic, the Company has decided to suspend new enrollment of participants in the on-going hMPV/PIV3 study (mRNA-1653), which had been actively enrolling seropositive pediatric participants (12-36 months of age). The Company intends to work with appropriate medical and site personnel to determine when to resume new enrollment.

The Company's work on mRNA-1273, the potential vaccine candidate against the novel coronavirus continues to progress and updates can be found on the Company's website.

Rare Diseases

Moderna has decided to pause new enrollment and new site initiation for its rare disease clinical trials with open Investigational New Drug (IND) applications, methylmalonic acidemia (MMA; mRNA-3704) and propionic acidemia (PA; mRNA-3927), to ensure the safety of these patients and their caregivers. No patients have been dosed to date.

Moderna has also been notified that the enrollment of further subjects in the Company's chikungunya virus antibody trial (mRNA-1944) has been paused by the site due to the impact of COVID-19.

Oncology

Moderna is continuing to treat current patients and enroll new patients in Company-sponsored oncology studies, including its Personalized Cancer Vaccine (mRNA-4157), Triplet (mRNA-2752) and OX40L (mRNA-2416) programs. Despite this, COVID-19 related challenges are leading to delays in enrollment. The Company is continuing to evaluate the initiation of new sites in oncology using a risk-based framework.

Financial and Operations Update

In February 2020, the Company raised $550 million in net proceeds from a common stock offering. The Company has established a wide range of strategic alliances with leading biopharmaceutical companies and has received grants from government-sponsored and private organizations focused on global health initiatives. As of February 29, 2020, Moderna had up to $183 million (unaudited) in additional funding available from grants (including amounts not yet committed)[1]. With cash and investments of approximately $1.77 billion as of February 29, 2020 (unaudited), and access to additional grant funding, Moderna has access to up to $1.95 billion in capital, which the Company expects will provide several years of cash to fund the business. Certain business disruptions related to COVID-19 are likely to lead to lower spending in 2020, while the Company is accelerating work on its potential vaccine (mRNA-1273) against COVID-19 and is engaged in discussions for outside funding of such activities. The Company will provide an update to its 2020 financial guidance, if any, on its first quarter 2020 conference call.

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1 Biomedical Advanced Research and Development Authority (BARDA), Defense Advanced Research Projects Agency (DARPA), The Bill and Melinda Gates Foundation (BMGF) and the Coalition for Epidemic Preparedness Innovations. Additional funding is subject to agreement on scope of additional projects.

Conference Call and Webcast Information

Moderna will host a live conference call and webcast at 8:00 a.m. ET on Monday, March 30, 2020. To access the live conference call, please dial 866-922-5184 (domestic) or 409-937-8950 (international) and refer to conference ID 3457566. A webcast of the call will also be available under "Events and Presentations" in the Investors section of the Moderna website at investors.modernatx.com. The archived webcast will be available on Moderna's website approximately two hours after the conference call and will be available for 30 days following the call.

About Moderna

Moderna is advancing messenger RNA (mRNA) science to create a new class of transformative medicines for patients. mRNA medicines are designed to direct the body's cells to produce intracellular, membrane or secreted proteins that can have a therapeutic or preventive benefit and have the potential to address a broad spectrum of diseases. The Company's platform builds on continuous advances in basic and applied mRNA science, delivery technology and manufacturing, providing Moderna the capability to pursue in parallel a robust pipeline of new development candidates. Moderna is developing therapeutics and vaccines for infectious diseases, immuno-oncology, rare diseases and cardiovascular diseases, independently and with strategic collaborators. Moderna has 24 mRNA development candidates in its portfolio across all modalities, with 12 in clinical studies. Four of these programs are in or preparing for Phase 2 studies and the Company is preparing for its first Phase 3 study.

Headquartered in Cambridge, Mass., Moderna currently has strategic alliances for development programs with AstraZeneca, Plc. and Merck, Inc., as well as the Defense Advanced Research Projects Agency (DARPA), an agency of the U.S. Department of Defense, the Biomedical Advanced Research and Development Authority (BARDA), a division of the Office of the Assistant Secretary for Preparedness and Response (ASPR) within the U.S. Department of Health and Human Services (HHS) and the Coalition for Epidemic Preparedness Innovations (CEPI). Moderna has been ranked in the top ten of Science's list of top biopharma industry employers for the past four years. To learn more, visit www.modernatx.com.

Forward Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended, including regarding the progression of the Company's clinical trials, enrollment, dosing and site-initiation decisions, potential clinical trial delays, the timing of updates on clinical trial progress and financial matters, the Company's cash to fund the business, and the anticipated impact of COVID-19 on 2020 spending. In some cases, forward-looking statements can be identified by terminology such as "will," "may," "should," "could," "expects," "intends," "plans," "aims," "anticipates," "believes," "estimates," "predicts," "potential," "continue," "likely," or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. The forward-looking statements in this press release are neither promises nor guarantees, and you should not place undue reliance on these forward-looking statements because they involve known and unknown risks, uncertainties, and other factors, many of which are beyond Moderna's control and which could cause actual results to differ materially

from those expressed or implied by these forward-looking statements. These risks, uncertainties, and other factors include, among others: the fact that there has never been a commercial product utilizing mRNA technology approved for use; the fact that the rapid response technology in use by Moderna is still being developed and implemented; further potential delays in clinical trials due to the global COVID-19 pandemic, including with respect to site initiation, participant recruitment and enrollment, participant dosing, distribution of clinical trial materials, study monitoring and data analysis; other potential adverse impacts due to the global COVID-19 pandemic such as delays in regulatory review, manufacturing and supply chain interruptions, adverse effects on healthcare systems and disruption of the global economy; and those other risks and uncertainties described under the heading "Risk Factors" in Moderna's most recent Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (SEC) and in subsequent filings made by Moderna with the SEC, which are available on the SEC's website at www.sec.gov. Except as required by law, Moderna disclaims any intention or responsibility for updating or revising any forward-looking statements contained in this press release in the event of new information, future developments or otherwise. These forward-looking statements are based on Moderna's current expectations and speak only as of the date hereof.

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