File No. CT-2024-006

COMPETITION TRIBUNAL

IN THE MATTER OF the *Competition Act*, R.S.C. 1985, c. C-34 (the "**Act**");

AND IN THE MATTER OF an application by JAMP Pharma Corporation for an order pursuant to section 103.1 of the Act granting leave to bring an application under section 79 of the Act;

BETWEEN:

JAMP PHARMA CORPORATION

Applicant

– and –

JANSSEN INC.

Respondent

AFFIDAVIT OF SUKHAD JUNEJA

(*in support of a Confidentiality Order*)

I, SUKHAD JUNEJA, of the City of Boucherville, in the Province of Quebec, **MAKE OATH AND SAY**:

1. I am the same Sukhad Juneja who swore an Affidavit dated July 25, 2024 in File No. CT-2024-006 (the "**First Juneja Affidavit**"). My employment history along with my roles and responsibilities at JAMP Pharma Corporation ("**JAMP**") are described at paragraphs 1-4 of the First Juneja Affidavit.

2. This affidavit is sworn in support of a motion for a confidentiality order in File No. CT-2024-006 ("**these proceedings**") and the confidentiality claims made in the Confidential Filings (as defined below in paragraph 7).

I. THE DRAFT CONFIDENTIALITY ORDER

3. I have reviewed the draft confidentiality order provided to me by external counsel for JAMP in this proceeding, Goodmans LLP. Paragraph 2 of that order lists a number of types of information.

4. In my experience, companies in the pharmaceutical industry – including JAMP – keep the types of information listed in paragraph 2 confidential in the normal course of business. In addition, information relating to personal health information of an individual often must be kept confidential by law or regulation.

5. Based on my experience, I believe that, in general, disclosure of the types of information listed in paragraph 2 would cause specific and direct harm to a company in the pharmaceutical industry, to the extent that information is not already publicly available.

II. THE CONFIDENTIAL FILINGS

6. I understand from external counsel for JAMP in this proceeding, Goodmans LLP, that on July 26, 2024, the following documents were filed with the Competition Tribunal (the "**Tribunal**"):

(a) a notice of application (the "**103.1 Application**") under s. 103.1 of the Competition Act (the "**Act**");

(b) a proposed notice of application under s. 79 of the Act (the "**79 Application**");

(c) a memorandum of fact and law (the "**Memorandum of Fact and Law**") in respect of the 103.1 Application;

(d) evidence consisting of:

(i) The First Juneja Affidavit;

(ii) The Affidavit of Amélie Faubert;

(iii) The Affidavit of Genia Radeva; and

(iv) The Affidavit of Emily Seaby; and

(e) a book of authorities in respect of the Memorandum of Fact and Law.

7. I also understand that both public and confidential versions of the 79 Application, Memorandum of Fact and Law, Affidavit of Amélie Faubert and the First Juneja Affidavit were filed. In particular, Confidential Level A versions of the Memorandum of Fact and Law, Affidavit of Amélie Faubert and Affidavit of Sukhad Juneja were each filed (the "**Level A Filings**") and Confidential Level B versions of the 79 Application, Memorandum of Fact and Law and Affidavit of Sukhad Juneja were each filed (the "**Level B Filings**", collectively with the Level A Documents, the "**Confidential Filings**").

8. I also understand that the draft confidentiality order referred to in paragraph 3 proposes that Level A Filings only be disclosed to outside counsel (and their staff directly involved in these proceedings, as well as their independent experts); the Commissioner of Competition and his staff; and personnel of the Competition Tribunal (as may be necessary for the conduct of these proceedings).

9. I also understand that the draft confidentiality order proposes that Level B Filings only be disclosed to the same individuals as Level A Filings, along with designated representatives of the Parties (up to two in-house counsel and up to one additional individual designated by each of the parties to these proceedings).

III. CATEGORIES OF CONFIDENTIAL INFORMATION IN THE CONFIDENTIAL FILINGS

10. I have identified six categories of highly sensitive information that JAMP maintains on a confidential basis, which have been redacted in the Confidential Filings:

(a) personal identifiable information for certain individuals pertaining to their health ("**Personal Health Information**");

(b) JAMP's internal commercial forecasts and results including anticipated and actual prices, sales volumes, revenue, and costs ("**Commercial Data**");

(c) JAMP's proprietary marketing materials ("**Marketing Materials**");

(d) JAMP's internal organizational charts ("**HR Information"**);

(e) JAMP's correspondence with actual and potential customers, prescribers and patients ("**Market Participant Communications**"); and

(f) information in respect of which JAMP owes a contractual obligation of confidentiality or non-disclosure to a person or entity ("**Contractual Confidentiality**" collectively with the foregoing, the "**Confidential Information**").

11. Attached as Schedule A to this affidavit is a table identifying the Confidential Information in the Confidential Filings, and attributing the Confidential Information to one of the foregoing categories.

12. Based on my review of the draft confidentiality order referred to in paragraph 3 above, I believe the six categories listed fit within the types of information listed in paragraph 2 of that draft order. Specifically:

(a) Personal Health Information fits within subparagraph 2(a);

(b) Commercial Data fits within subparagraphs 2(b), (e) and (f);

(c) Marketing Materials fits within subparagraphs 2(b) and (e);

(d) HR Information fits within subparagraph 2(i);

(e) Market Participant Communications fits within subparagraphs 2(b), (c) (f); and

(f) Contractual Confidentiality fits within subparagraphs 2(b), (c) and (d).

13. The Confidential Information is treated and maintained as highly sensitive and/or in the nature of a trade secret by JAMP and is only disclosed with appropriate safeguards to protect its confidential nature. Highly limited disclosure of the Confidential Information by designation as Level A or Level B, as appropriate, would be consistent with general industry practices and would limit the direct harm that JAMP and third parties would suffer as a result of disclosure.

14. As described in more detail below, as a matter of company policy, the Confidential Information is not made available to anyone who is not employed by JAMP without steps being taken to ensure it remains confidential, such as the execution of agreements containing confidentiality provisions prior to any such disclosure.

15. Internally, employees of JAMP are required to sign agreements containing confidentiality provisions as part of the onboarding process. Moreover, JAMP makes significant efforts to protect its confidential information by limiting physical access to confidential information to authorized employees by means of a key card system; utilizing unique user IDs and computer passwords; multi-factor authorization; monitoring who is given access to confidential information; requiring employees to obtain both manager and legal department approval before accessing certain information; and requiring all confidential and proprietary materials to be used for JAMP's purposes only.

IV. RISKS CREATED BY DISCLOSURE OF CONFIDENTIAL INFORMATION

16. I believe that third parties and JAMP bear a substantial risk of serious, specific and direct harm by the disclosure of any of the Confidential Information, as described in more detail

below. In addition, when considering the six categories of Confidential Information, I believe that there is a public interest in preserving the confidentiality of the information, as described in more detail below.

17. Should the Confidential Information be disclosed publicly, I believe JAMP would not apply for leave to bring an application under the Competition Act if it faced similar circumstances in the future.

A. Personal Health Information

18. As a pharmaceutical company, JAMP must collect, review and retain certain Personal Health Information of individuals. This activity is necessary for JAMP's business to operate effectively and competitively. Prescribers and patients expect that JAMP will keep this information confidential. Should this information be disclosed publicly, prescribers' and patients' trust in JAMP would be diminished, and JAMP's competitiveness would be diminished, resulting in specific and direct harm to JAMP.

19. For example, JAMP operates JAMPCare, a patient support program which must use Personal Health Information of patients to ensure their appropriate care. Should JAMP no longer be trusted with this information, JAMPCare's effectiveness and JAMP's ability to provide services necessary to sell some of its products would be diminished.

20. In addition, I understand that there are various pieces of legislation (both federally and provincially) that protect Personal Health Information (and regulate safeguards on the disclosure of Personal Health Information and regulate how Personal Health Information

can be utilized). As a result, if this Personal Health Information were disclosed publicly, I believe that JAMP would be at risk of contravention of these pieces of legislation (and associated regulation), which would result in specific and direct harm to JAMP.

21. Of course, I also believe that the disclosure of Personal Health Information would result in specific and direct harm to the individuals whose information is being disclosed.

22. I also believe that there is a public interest in preserving the confidentiality of Personal Health Information. As indicated above, given my understanding that there are various pieces of legislation (both federally and provincially) that protect Personal Health Information, it is clear to me that federal and provincial governments have recognized the importance of preserving the confidentiality of Personal Health Information.

B. Commercial Data

23. If J&J or JAMP's other competitors were to have access to JAMP's commercial forecasts or results, including anticipated or actual prices, sales volumes, revenue, and costs, the competitors would be able to: (i) target their pricing to the exact point at which JAMP would not be profitable, excluding a competitor in the short-term in the hope of gaining long-term profits; (ii) extrapolate the terms of JAMP's confidential agreements with suppliers and customers to use in negotiations with such suppliers and customers; and (iii) with an understanding of JAMP's limits and commercial preferences, compete less vigorously against JAMP.

24. I believe that public disclosure of this Commercial Data would lead to less vigorous competition for the supply of drugs in Canada, and give JAMP's competitors a competitive advantage over JAMP that they do not otherwise possess.

25. Hence, should this Commercial Data be disclosed publicly, JAMP would suffer specific and direct harm, including in the form of lost revenues on Jamteki.

26. I also believe that there is a public interest in preserving the confidentiality of the Commercial Data. The Canadian pharmaceutical industry operates on the basis that this type of Commercial Data is important commercial information that must be maintained in confidence to serve the broader interests of the industry and the public. In order to enable rigorous competition among participants in the Canadian pharmaceutical industry, they must be enabled to maintain the type of information contained in the Commercial Data in strict confidence. If it were otherwise, as indicated above, competitors could utilize that information to gain a competitive advantage, which would disincentivize participation in the market, decrease competition and ultimately harm the public through decreased access to a variety of biosimilar options.

C. Proprietary Marketing Materials

27. In the normal course of business, JAMP produces marketing materials that are shared with actual or potential customers, the purpose of which is to convince those third parties of reasons why they should purchase JAMP's products. While some of JAMP's marketing materials are public in nature, others, such as those contained at Exhibits F10 and F11 to the Affidavit of Amélie Faubert, are much more sophisticated, contain sensitive financial

information and commercial strategy information, and are provided to more sophisticated potential customers (such as provincial drug benefit programs) on the basis that they are maintained in the strictest confidence.

28. If J&J or JAMP's other competitors were to have access to JAMP's Proprietary Marketing Materials, the competitors would be able to: (i) better target their marketing to the subset of customers that JAMP is targeting (while competing less vigorously for other customers) and (ii) provide information to customers that JAMP is targeting that is intended to negate JAMP's advantages.

29. I believe that public disclosure of the information contained in the Proprietary Marketing Materials would lead to less vigorous competition in the supply of drugs in Canada, and give JAMP's competitors a competitive advantage over JAMP that they do not otherwise possess.

30. Hence, should the information contained in the Proprietary Marketing Materials be disclosed publicly, JAMP would suffer specific and direct harm, including in the form of lost revenues on Jamteki.

31. I also believe that there is a public interest in preserving the confidentiality of the Proprietary Marketing Materials. The Canadian pharmaceutical industry operates on the basis that Proprietary Marketing Materials contain important commercial information that must be maintained in confidence to serve the broader interests of the industry and the public. In order to enable rigorous competition among participants in the Canadian pharmaceutical industry, they must be enabled to maintain the type of information

contained in the Proprietary Marketing Materials in strict confidence. If it were otherwise, as indicated above, competitors could utilize that information to gain a competitive advantage, which would disincentivize participation in the market, decrease competition and ultimately harm the public through decreased access to a variety of biosimilar options.

D. HR Information

32. JAMP's ability to compete relies, to a significant degree, on its knowledgeable and experienced personnel. The names of many of JAMP's employees are publicly known (for example, from postings on LinkedIn). However, many aspects of JAMP's organizational structure – for example, its lines of reporting, the precise number of sales staff it has in different parts of Canada, and the number of personnel it has dedicated to BioJAMP – are not publicly known and are maintained by JAMP and its employees in strict confidence.

33. If J&J or JAMP's other competitors were to have access to JAMP's HR information, the competitors would be able to: (i) better target knowledgeable and experienced JAMP personnel with job offers (e.g., making job offers that have reporting lines closer to the CEO) and (ii) better assess the number and experience of personnel needed to compete effectively against JAMP.

34. I believe that public disclosure of HR Information would lead to less vigorous competition in the supply of labour in Canada, and give JAMP's competitors a competitive advantage over JAMP that they do not otherwise possess.

35. Hence, should this HR Information be disclosed publicly, JAMP would suffer specific and direct harm, including in the form of lost revenues on Jamteki (and Simlandi and future biosimilar products).

36. I also believe that there is a public interest in preserving the confidentiality of HR Information. The Canadian pharmaceutical industry operates on the basis that HR Information must be maintained in confidence to serve the broader interests of the industry and the public. In order to enable rigorous competition among participants in the Canadian pharmaceutical industry, they must be enabled to maintain HR Information in strict confidence. If it were otherwise, as indicated above, competitors could utilize that information to gain a competitive advantage, which would disincentivize participation in the market, decrease competition and ultimately harm the public through decreased access to a variety of biosimilar options.

E. Market Participant Communications

37. It is integral to JAMP's businesses to collect information relating to conduct of other market participants such as competitors, actual and potential customers, prescribers and patients from market participants with whom JAMP has developed commercial relationships. This information facilitates JAMP's negotiations and ability to market its products. Information is shared and communications are made by these market participants on an understanding that such information and communications will be maintained in strict confidence. In effect, the identity of these market participants and the information they

provide to JAMP are somewhat akin to lists of "leads" or "client lists" in other industries, which I understand are maintained in strict confidence (and even sold for consideration).

38. If J&J or JAMP's other competitors were to have access to JAMP's Market Participant Communications, the competitors would be able to: (i) better target their marketing to the subset of customers that JAMP is targeting (while competing less vigorously for other customers), (ii) provide information to customers that JAMP is targeting that is intended to negate JAMP's advantages, and (iii) pressure market participants to not engage in communications with JAMP about competitors.

39. I believe that public disclosure of such information would lead to less vigorous competition in the supply of drugs in Canada, and give JAMP's competitors a competitive advantage over JAMP that they do not otherwise possess.

40. Hence, should the Market Participant Communications be disclosed publicly, JAMP would suffer specific and direct harm, including in the form of lost revenues on Jamteki (and Simlandi and future biosimilar products).

41. I also believe that there is a public interest in preserving the confidentiality of the Market Participant Communications. The Canadian pharmaceutical industry operates on the basis that communications of this type must be maintained in confidence to serve the broader interests of the industry and the public. In order to enable rigorous competition among participants in the Canadian pharmaceutical industry, they must be enabled to maintain Market Participant Communications in strict confidence. If it were otherwise, as indicated above, competitors could utilize that information to gain a competitive advantage, which

would disincentivize participation in the market, decrease competition and ultimately harm the public through decreased access to a variety of biosimilar options.

42. I also understand from discussions with my colleagues at JAMP that market participants fear reprisal actions from J&J for sharing information and communicating with JAMP.

43. Should the identities of market participants who share information with JAMP be made public or shared with J&J, I expect these market participants to cease communicating with JAMP and specific and direct harm would be done to JAMP's business relationship with the market participants.

44. Without the information shared by market participants, I believe JAMP may have never become aware of J&J's conduct at issue in these proceedings.

F. Contractual Confidentiality

45. JAMP frequently enters into agreements that include Contractual Confidentiality terms. Were the Tribunal to allow access to information subject to Contractual Confidentiality terms, then JAMP's counterparties might allege that JAMP has breached those agreements and the willingness of third parties to enter into agreements with JAMP might be diminished.

46. Additionally, some of these agreements contain Commercial Data and other competitively sensitive information such as the terms between JAMP and its customers (e.g. item 10 of Schedule A). Disclosure would have similar effects to those discussed above. However, this harm would not be contained to JAMP and the businesses it operates. Rather, it would

extend to the third parties which have entered into agreements with JAMP and the businesses these third parties operate.

47. Hence, should the information subject to Contractual Confidentiality terms be disclosed publicly, JAMP would suffer specific and direct harm, including in the form of lost revenues on Jamteki (and Simlandi and future biosimilar products).

48. I also believe that there is a public interest in preserving the confidentiality of information subject to Contractual Confidentiality terms. The Canadian pharmaceutical industry operates on the basis that information of this type must be maintained in confidence to serve the broader interests of the industry and the public. In order to enable rigorous competition among participants in the Canadian pharmaceutical industry, they must be enabled to maintain information subject to Contractual Confidentiality terms in strict confidence. If it were otherwise, as indicated above, competitors could utilize that information to gain a competitive advantage, which would disincentivize participation in the market, decrease competition and ultimately harm the public through decreased access to a variety of biosimilar options.

49. One agreement containing contractual confidentiality and non-disclosure obligations is the [redacted] (items 27, 28 and 30 of Schedule A). Given that J&J already has access to this agreement, it would be consistent to designate it “Level B” under the order described in paragraph I.3.

SWORN remotely by Sukhad Juneja, stated as being at the City of Boucherville, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on August 7, 2024, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

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Sukhad Juneja

A Commissioner, etc.
Name: Jon Wall

Name: Sukhad Juneja

SCHEDULE A
CONFIDENTIAL INFORMATION IN THE CONFIDENTIAL FILINGS

#	Document	Pinpoint (page)	Content	Category
1.	A. Faubert Affidavit	16	However, I can advise that once Jamteki has penetrated the market for ustekinumab, BioJAMP anticipates that [redacted] of its revenues will be generated from sales of Jamteki	Commercial Data
2.	A. Faubert Affidavit	19	In particular, the demand forecasts that by the end of the first year of sales, there will be [redacted] suppliers of ustekinumab biosimilar drugs in Canada.	Commercial Data
3.	A. Faubert Affidavit	20	The demand forecast then requires that the user input assumed prices for different formats of Jamteki; see "Forecast Usteki Year 1" at cells A80 to C80, which presume that Jamteki will be sold at a [redacted]% discount to the price of Stelara [redacted]	Commercial Data
4.	A. Faubert Affidavit	20	JAMP estimated that Jamteki would generate sales of approximately $[redacted]… JAMP estimated that Jamteki would generate sales of approximately $[redacted] per quarter.	Commercial Data

#	Document	Pinpoint (page)	Content	Category
5.	A. Faubert Affidavit	20	[redacted]	Commercial Data
6.	A. Faubert Affidavit	21	[redacted]	Commercial Data
7.	A. Faubert Affidavit	25	I attach as Exhibit "F17" an email among JAMP employees, reporting on discussions with a physician in [redacted]	Market Participant Communications

#	Document	Pinpoint (page)	Content	Category
8.	A. Faubert Affidavit	26	Attached to this affidavit as Exhibit "F21" is an email dated July 19, 2024 from a BioJAMP employee informing me that Finlius is available (that is, is in stock) at the [redacted] and is being offered for a wholesale	Market Participant Communications
9.	A. Faubert Affidavit	26	in the first quarter after the launch of Jamteki BioJAMP expected to have generated revenues of approximately $[redacted] from commercial sales.	Commercial Data
10.	A. Faubert Affidavit	26	[redacted]	Contractual Confidentiality / Market Participant Communications / Commercial Data
11.	A. Faubert Affidavit	26	Commercial sales of Jamteki (that is, sales that result from actual prescribing by physicians) are observable in cells C12 to E12 and total less than $[redacted]. In other words, Jamteki has underperformed its forecast by approximately [redacted]% in the first quarter following its launch.	Commercial Data
12.	A. Faubert Affidavit	27	BioJAMP forecasts that [redacted]	Commercial Data
13.	A. Faubert Affidavit	27	Jamteki was forecast to represent [redacted] of BioJAMP's total revenues.	Commercial Data

#	Document	Pinpoint (page)	Content	Category
14	A. Faubert Affidavit	28	BioJAMP expects that additional competitors will begin selling ustekinumab biosimilars [redacted]	Commercial Data
15	A. Faubert Affidavit	66 (Ex. F5)	The BioJAMP org chart describing roles	HR Information
16	A. Faubert Affidavit	69 (Ex. F6)	Entirety of Jamteki demand forecast is redacted	Commercial Data
17	A. Faubert Affidavit	146 (Ex. F9)	Entirety of BioJAMP P&L Statement is redacted	Commercial Data
18	A. Faubert Affidavit	149 (Ex. F10)	Entirety of Budget Impact Analysis re Private Payers is redacted	Marketing Materials / Commercial Data
19	A. Faubert Affidavit	180 (Ex. F11)	Entirety of Budget Impact Analysis re Ontario is redacted	Marketing Materials / Commercial Data
20	A. Faubert Affidavit	205 (Ex. F12)	Fax from BioAdvance Coordinator is redacted to remove information which would identify the health care professional to which it was sent.	Market Participant Communications
21	A. Faubert Affidavit	213 (Ex. F14)	Email from BioJAMP lead / customer is redacted to remove information which would identify the lead / customer who sent it.	Market Participant Communications
22	A. Faubert Affidavit	216 (Ex. F15)	Email from BioJAMP lead / customer is redacted to remove information which would identify the lead / customer who sent it.	Market Participant Communications

#	Document	Pinpoint (page)	Content	Category
23	A. Faubert Affidavit	219 (Ex. F16)	Email from BioJAMP lead / customer is redacted to remove information which would identify the lead / customer who sent it.	Market Participant Communications
24	A. Faubert Affidavit	223 (Ex. F17)	Email regarding BioJAMP lead / customer is redacted to remove information which would identify the lead / customer.	Market Participant Communications
25	A. Faubert Affidavit	254 (Ex. F20)	Email from BioAdvance patient is redacted to remove information which would identify the patient and their personal health information.	Customer relationship / Personal Health Information
26	A. Faubert Affidavit	266 (Ex. F22)	Entirety of BioJAMP sales of Simlandi and Jamteki is redacted	Market Participant Communications
27	Proposed Notice of Application under s. 79	14-15	[redacted]	Contractual Confidentiality
28	S. Juneja Affidavit	25	[redacted]	Contractual Confidentiality

#	Document	Pinpoint (page)	Content	Category
29	S. Juneja Affidavit	26	[redacted]	Commercial Data
30	Memorandum of Fact and Law	15	[redacted]	Contractual Confidentiality
31	Memorandum of Fact and Law	15	[redacted]	Commercial Data
32	Memorandum of Fact and Law	16	These estimates of demand were inputted into the profit and loss statement for Jamteki. BioJAMP forecast that Jamteki would generate approximately $[redacted] in commercial sales in the first quarter following launch, [redacted] BioJAMP forecast that Jamteki would generate sales of approximately $[redacted] per quarter in the second year of sales, with a modest profit.	Commercial Data

#	Document	Pinpoint (page)	Content	Category
33	Memorandum of Fact and Law	17	At the end of the first quarter after the launch of Jamteki, BioJAMP's commercial sales of Jamteki are less than [redacted] (which is [redacted]% less than forecasted). Once Jamteki had penetrated the market for ustekinumab, BioJAMP had anticipated that it would represent [redacted] of its total revenues	Commercial Data
34	Memorandum of Fact and Law	32	When it evaluated whether or not to launch an ustekinumab product, JAMP prepared a demand forecast and a profit and loss statement for Jamteki, and determined that doing so would ultimately be profitable [redacted]	Commercial Data
35	Memorandum of Fact and Law	36	Jamteki would generate [redacted] of BioJAMP's revenues.	Commercial Data
36	Memorandum of Fact and Law	36	BioJAMP forecast it would generate sales of approximately $[redacted], and its per quarter sales would grow quickly thereafter. In the second year following launch, BioJAMP forecast it would generate sales of approximately $[redacted] per quarter	Commercial Data
37	Memorandum of Fact and Law	36	However, BioJAMP's actual sales in the first quarter following Jamteki's launch have been far lower than it forecast, generating revenues of less than $[redacted]. This represents an underperformance by over [redacted]%	Commercial Data
38	Memorandum of Fact and Law	36 (FN)	[redacted]	Contractual Confidentiality / Market Participant Communications

#	Document	Pinpoint (page)	Content	Category
39	Memorandum of Fact and Law	37	BioJAMP also anticipated that once Jamteki penetrated the market for ustekinumab, Jamteki would generate [redacted] of BioJAMP's revenues	Commercial Data
40	Memorandum of Fact and Law	41	JAMP's product is offered at a discount of approximately [redacted]% compared to Stelara (and Amgen's product is likely similarly priced)	Commercial Data

File No. CT-2024-006

COMPETITION TRIBUNAL

IN THE MATTER OF the *Competition Act*, R.S.C. 1985, c. C-34 (the "**Act**");

AND IN THE MATTER OF an application by JAMP Pharma Corporation for an order pursuant to section 103.1 of the Act granting leave to bring an application under section 79 of the Act;

AND IN THE MATTER OF an application by JAMP Pharma Corporation for an order pursuant to sections 79 of the Act;

BETWEEN:

JAMP PHARMA CORPORATION

Applicant

– and –

JANSSEN INC.

Respondent

AFFIDAVIT OF SUKHAD JUNEJA
(*in support of a Confidentiality Order*)

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