MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

(Bilateral CDA / NDA)

This Mutual Confidential Disclosure Agreement (the "Agreement") is entered into as of the date of last signature below (the "Effective Date") by and between:

DLPHI Oncology Global Consultants SARL, a limited liability company (Sàrl) organised under the laws of Switzerland, registered under UID CHE-327.849.679, with its registered office at Route de Rolle 44, 1162 St-Prex, Switzerland, represented by Sergio Szyldergemajn Altman, CMO-Founder ("DLPHI"),

and

Company legal name: _____

Legal form and registration number: _____

Registered address: _____

Represented by (name, title): _____

(the "Counterparty").

DLPHI and the Counterparty are each referred to as a "Party" and together as the "Parties". Each Party may act as a disclosing party ("Discloser") and as a receiving party ("Recipient").

1. Purpose

The Parties wish to exchange certain confidential information for the sole purpose of evaluating and discussing a potential consulting collaboration relating to: _____ (the "Purpose").

2. Confidential Information

"Confidential Information" means any information disclosed by or on behalf of the Discloser to the Recipient, before or after the Effective Date, whether in writing, orally, electronically, visually or by any other means, in connection with the Purpose, including without limitation scientific, pre-clinical, clinical, regulatory, manufacturing (CMC), technical, commercial, financial and strategic information, compound and target data, study protocols, results, development plans, know-how, and the existence and content of discussions between the Parties.

Information disclosed orally or visually shall be considered Confidential Information if it is identified as confidential at the time of disclosure or if its confidential nature would be reasonably apparent to a person in the Recipient's position.

3. Exclusions

Confidential Information does not include information that the Recipient can demonstrate by written evidence: (a) is or becomes publicly available through no breach of this Agreement by the Recipient; (b) was lawfully known to the Recipient before disclosure by the Discloser, without obligation of confidentiality; (c) is lawfully received from a third party without restriction and without breach of any obligation of confidentiality; or (d) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

4. Obligations of the Recipient

The Recipient shall: (a) use the Confidential Information solely for the Purpose; (b) keep the Confidential Information strictly confidential and protect it with at least the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care; (c) not disclose the Confidential Information to any third party except as permitted under this Agreement; and (d) not copy or reproduce Confidential Information except as reasonably necessary for the Purpose.

The Recipient may disclose Confidential Information to its directors, employees, consultants, advisors and subcontractors ("Representatives") who have a need to know for the Purpose and who are bound by confidentiality obligations at least as protective as those set out herein. The Recipient shall remain responsible for any breach by its Representatives.

5. Compelled Disclosure

If the Recipient is required by law, regulation, court order or a competent authority to disclose any Confidential Information, it shall, to the extent legally permitted, promptly notify the Discloser so that the Discloser may seek a protective order or other remedy, and shall disclose only that portion of the Confidential Information which it is legally required to disclose.

6. No Licence; No Obligation

All Confidential Information remains the property of the Discloser. Nothing in this Agreement grants the Recipient any licence or right under any patent, know-how, trade secret or other intellectual property of the Discloser, except the limited right to use the Confidential Information for the Purpose. This Agreement does not oblige either Party to disclose any particular information or to enter into any further agreement or business relationship.

7. No Warranty

Confidential Information is provided "as is". The Discloser makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and shall have no liability arising from its use, except as may be expressly agreed in a definitive written agreement.

8. Personal Data

The Parties do not intend to exchange personal data, including patient-identifiable or health data, under this Agreement. Should any personal data be exchanged, each Party shall comply with applicable data protection laws, including the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU General Data Protection Regulation (GDPR).

9. Return or Destruction

Upon written request of the Discloser, or upon termination of discussions, the Recipient shall promptly return or destroy all Confidential Information and copies thereof, and confirm such destruction in writing upon request. The Recipient may retain one archival copy solely for the purpose of determining its continuing obligations, and copies retained in automatic electronic back-up systems, provided that such copies remain subject to the confidentiality obligations of this Agreement.

10. Term

This Agreement shall apply to Confidential Information disclosed during a period of two (2) years from the Effective Date. The obligations of confidentiality and non-use shall survive for five (5) years from the date of each disclosure; for information constituting a trade secret, such obligations shall continue for as long as the information remains a trade secret under applicable law.

11. Remedies

Each Party acknowledges that unauthorised use or disclosure of Confidential Information may cause irreparable harm to the Discloser, for which damages may not be an adequate remedy. The Discloser shall therefore be entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law.

12. General

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior understandings. Any amendment must be in writing and signed by both Parties. Neither Party may assign this Agreement without the prior written consent of the other Party. If any provision is held invalid, the remaining provisions shall remain in full force. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict-of-law rules. The courts of the Canton of Vaud, Switzerland, shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives.

DLPHI Oncology Global Consultants SARL	**Counterparty: _____**
Signature: _____	Signature: _____
Name: Sergio Szyldergemajn Altman	Name: _____
Title: CMO-Founder	Title: _____
Date: _____	Date: _____
Place: St-Prex, Switzerland	Place: _____