

Memorandum of Understanding

This Memorandum of Understanding (“**MOU**”), dated [_____], 2022, is between Dardalin Ltd, C.N 516108008 a company incorporated under the laws of the state of Israel (hereinafter “**Dardalin**”) , and Steven Kirsch, an individual resident in [_____] with [passport number _____?] (“**Kirsch**”), each a “**Party**” and collectively the “**Parties**”. Mr. Saar Wilf, holder of Israeli ID number 032069882 will serve as the speaker on behalf of Dardalin. The Parties hereby acknowledge and agree that this MOU and all of its terms hereof are legally binding upon them, and shall be considered an integral part of the final agreement (the “**Definitive Agreement**”), and the terms outlined in this MOU will be incorporated therein.

Background	Dardalin and Kirsch wish to engage in a debate competition (the “ Debate ”) regarding topics to be detailed below.
Escrow Fund	Within 10 calendar days of the execution of this agreement, each Party will deposit with an attorney, or two attorneys, or an escrow service, as agreed by both Parties, the amount of 25,000 US dollars each. No later than 3 calendar days prior to the start of the debate, each Party will deposit an additional 475,000 US dollars each, for a total of 1,000,000 US dollars.

Judges

For the purpose of determining the winning Party, six judges (the "**Judges**") will be appointed. The identity of the Judges will be chosen by a person agreed upon by the Parties in writing (the "**Picker**").

The Picker will strive to choose judges that are:

1. Neutral in regards to the subject of the debate, and open to accept either hypothesis.
2. Familiar with scientific research in the domains relevant to the debate, able to understand scientific studies and papers, and understand statistics.
3. Good communication skills.
4. Their initial vote on the subject of the debate will sum to 0 (as defined below).
5. Willing to work within a budget to be defined by the parties.

The Picker will assess existing biases of the judges by examining their past statements in subjects related to the debate, their tendency to take positions for or against the establishment, their COVID vaccination status, their opinion on whether they recommend the vaccine to friends, whether they think the vaccines were a net benefit, etc. The Picker will prefer judges that are less biased, and strive to balance whatever biases do exist, by choosing judges with opposing biases.

Each party may assist the Picker by suggesting candidates.

The Picker will offer eight candidates, and each party will remove one judge, for a total of six. The parties will jointly interview all judges in zoom calls before deciding who to remove.

The Judges will affirm in writing and orally prior to each Debate session the following declaration:

"I don't have any conflicts of interest that may affect my decision. Specifically, no outcome of the debate will have a significant effect on me, including affecting my financial status, my reputation, my social status, personal relationships etc.

"I will make my decision solely based on the evidence and their effect on the likelihood of the hypotheses.

"I am fully open to the possibility that during the debate I will be presented with information that will make me realize my past opinions or decisions (e.g. whether or not to get vaccinated) were incorrect"

No Judge shall communicate *ex parte* with either of the Parties or their witnesses. Any communications between a Party and a Judge must be shared with the other Party immediately and in full.

If the Picker determines that a Judge has violated its obligations, the Judge shall be removed and the Picker shall choose a replacement Judge that satisfies the qualifications set forth above. If a Judge refuses to vote or otherwise observe the rules or procedures set forth herein, or if a Judge is precluded from participating in the Debate and voting for reasons beyond its control, the Picker shall choose a replacement Judge that satisfies the qualifications set forth above.

	<p>Any claim or objection that under California law cannot be made against an arbitrator, panel of arbitrators, or to challenge an order of a competent arbitral panel, cannot be made against the Judges or to challenge a decision of the Judges in the Debate.</p>
Moderator	<p>A moderator will be appointed, their identity to be agreed upon by the Parties. The moderator may be the timekeeper or appoint a timekeeper.</p>
Debate Date	<p>The Debate will be scheduled at a mutually convenient date and time, within 30 days following the selection of the Judges. The date may be rescheduled by mutual written agreement.</p> <p>The Debate will take place via Zoom call with the Parties and the Judges. Each Party shall be permitted to stream the Debate live over social media. Each Party shall be permitted to have witnesses at the Debate, who may themselves offer evidence.</p> <p>The Debate will take place over a period of up to four days, scheduled within a consecutive 30-day period – for example, Monday through the next Monday - for up to 4 hours a day.</p>

Debate Procedure

There are no restrictions on the type of evidence to be presented. Any evidence is allowed, including but not limited to: expert testimony, scientific papers, data acquired from governmental databases.

The debate will take place over a 30-day period as follows:

- Session 1: Opening presentation session - 4 hours.
 - Up to 30 minutes - moderator introduces the judges, the speakers introduce themselves and provide opening statements that do not relate to the subject of the debate, the moderator explains the rules.
 - 1.5 hours - Up to 100 slide presentation by each side (45 minutes each). This presentation will be shared with the other party at least a week prior. Each side may then add another 10 slides in response, to be shared 48 hours prior (up to a total of 110 slides). The slides may refer (or attach) an unlimited number of references (which can include supplemental material to be supplied), but the judges are expected to invest no more than 90 minutes in reviewing the presentations prior to the debate.
 - 1.5 hours - split equally between the parties according to the rules.
 - 30 minutes - spare for questions by judges and closing remarks of each party.
- Session 2: Debate session - 3 hours
 - 5 minutes - introduction
 - The rest split equally between the parties according to the rules.
- Session 3: Final Remarks and Decision
 - 2 hours - split equally between the parties according to the rules.
- The judges can, by majority decision, extend a session by no more than 2 hours.
- The judges can, by majority decision, add a further 2 hour session.
- Any additional time added will be split equally between the parties.
- Saar will be first to present on the first day. Each subsequent session will alternate.

All communication between the judges and the parties should be to both parties. Any communication that for some reason occurs between one party and the judges, must be shared with the other party immediately and in full.

A party who has control of the floor may ask questions of the other party, but not vice versa. The party answering may speak for as long as they wish, but the person holding the floor has the right to cut them off after 3 minutes.

The time is always counted against the person speaking, not the person holding the floor.

With the exception of the presentation stage in the first session, a party has the right to hold the floor for 20 minutes without interruption. After one party has controlled the floor for those 20 minutes, the other party may request control of the floor. 1 minute is granted to the party speaking to finish the point that they were making, after which control must be ceded.

When the person with the floor has run through their allotted time, or finishes speaking, they can yield the floor to the other party.

The party holding the floor can use their time in any way they see fit, including sharing material on screen or bringing any outside experts.

The identity of any outside experts must be shared with the other party one week before the debate.

The judges may interrupt and ask questions at any time. There is no time limit on the judges. The clock will pause while judges are talking.

Technical difficulties that prevent a party from being properly understood will cause the clock to be paused.

To the extent necessary or helpful for the Debate, the Judges are authorized to set any additional procedures of the Debate, provided that such procedures are set by unanimous written agreement of the Judges and are consistent with the procedures set forth herein.

<p>Decision</p>	<p>The Judges will attempt to evaluate whether, in the US, the lives saved by the mRNA COVID-19 vaccines are more or less than the deaths they caused, as of January 1st, 2023.</p> <p>Each judge will issue one of three decisions:</p> <ol style="list-style-type: none"> 1. Score +1: The evidence better supports the hypothesis that the vaccines resulted in more people being alive. 2. Score -1: The evidence better supports the hypothesis that the vaccines resulted in less people being alive. 3. Score 0: The evidence supports both hypotheses at about the same level. For the pre-debate vote, this score can also indicate that a judge has not studied the issue enough to reach a +1 or -1 vote. <p>Each Judge will provide their decision in writing and present it publicly for the first time in a live streamed Zoom session, within one week of the end of the Debate.</p> <p>In addition to the score, judges should provide a detailed justification of their decision, and are encouraged to provide suggestions on how to improve the COVID-19 vaccine policy and vaccine policies in future pandemics.</p> <p>The judges can consult each other as they see fit, but should decide independently of each other. All communications between judges made after they were selected and prior to providing the decision must be recorded. These recordings are to be shared with both parties after the decision is given and funds have been disbursed. These recordings cannot be made public without all judges' written approval.</p>
<p>Broadcast Rights</p>	<p>The Parties may record the Debate and the session in which the Judges present their decision. The Parties shall have joint ownership of all such recordings, and each party may broadcast, display, perform, make available or distribute any portion of the foregoing in any medium without any obligation (including payment to the other Party). Neither Party shall modify any element of the recording without the written consent of the other Party, provided that either Party may without such consent (a) recode the recording into a different video format, (b) create excerpts of select portions of the foregoing or (b) add language captioning or (c) insert written or oral commentary in any portion of the recording, provided that such commentary does not obscure any element of the recording, is clearly attributed to the applicable Party, and it is clear that such commentary was inserted and is not a part of the original recording.</p>


<p>Prize</p>	<p>All funds remaining in the Escrow Fund shall be transferred according to the following rules:</p> <ol style="list-style-type: none"> 1. If the sum of the judges' scores is 6 (i.e. they all gave a score of +1), the entire amount will go to Dardalin. 2. If the sum of the judges' scores is -6 (i.e. they all gave a score of -1), the entire amount will go to Kirsch. 3. If the sum of the judges' scores is 5, \$750,000 of the amount (or, if lower, all amounts in the escrow) will go to Dardalin (e.g., net winnings of \$250,000), and the remaining amount to Kirsch. 4. If the sum of the judges' scores is -5, \$750,000 of the amount (or, if lower, all amounts in the escrow) will go to Kirsch, and the remaining amount to Dardalin. 5. If the sum of the judges' scores is 4, \$650,000 of the amount will go to Dardalin (e.g. net winnings of \$150,000), and the remaining amount to Kirsch. 6. If the sum of the judges' scores is -4, \$650,000 of the amount will go to Kirsch, and the remaining amount to Dardalin. 7. In all other cases the amount is split equally. <p>The recipient of any funds from the Escrow Fund shall bear all taxes in respect thereof. The Parties will cooperate to receive any tax approvals required for making payments from the Escrow Fund.</p> <p>In case the parties agree to reduce the number of judges to four, the terms will be adjusted so a score of 4 awards the entire amount, and a score of 3 awards \$700,000.</p>
<p>Governing Law; Jurisdiction</p>	<p>The validity, performance and construction of this MOU shall be governed by the laws of the State of California without regard to its conflict of laws rules. Any dispute or claim arising out of or related to this MOU, or breach or termination thereof, shall be finally settled by binding arbitration in Santa Clara County, California under the commercial arbitration rules of JAMS. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators shall apply California law to the merits of any dispute or claim, without reference to rules of conflict of law, and shall have the authority to award any and all available remedies, including legal and equitable relief. The Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator. The arbitral proceedings and all pleadings and written evidence shall be in the English language. Any written evidence originally in a language other than English shall be submitted in English translation accompanied by the original or true copy thereof.</p>

Expenses	<p>Each Party shall bear its own costs in the preparation of this MOU and the negotiation and preparation of the Definitive Agreement.</p> <p>Payment to attorneys, Judges, the Picker, moderators, and other agreed expenses in respect of the Debate, shall be made out of the Escrow Fund, at the instruction of both Parties. Except to the extent agreed by the parties in writing, such expenses do not include payments to or in respect of witnesses, or to either Party for expenses in preparing for the debate.</p>
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Steven Kirsch

Signature: _____

Date: Jan 26, 2023



Dardalin Ltd.

Signature: _____

Name: Saar Wilf

Date: 27-Jan-23

