

General Terms and Conditions of PharmaPart AG

1. PREAMBLE

- 1.1 PharmaPart offers various medical-scientific services for the clinical development, registration and post-marketing support of medicines.
- 1.2 In general PharmaPart's performances are charged according to actual work performed.
- 1.3 These general terms and conditions constitute an integral element of the contract in the agreement between PharmaPart and the client. Any provision that deviates from this is only valid insofar as it is set down in writing.
- 1.4 The individual performances to be rendered by PharmaPart in accordance with the contract will be more closely defined in a cost estimate, which forms part of the contract in the same manner as these general terms and conditions.
- 1.5 The client agrees that clinical research will be examined as to its ethic admissibility by a recognised ethics commission.

2. PERFORMANCES OF THE CONTRACTING PARTIES

- 2.1 Performances carried out by PharmaPart
PharmaPart will provide the performances agreed in the cost estimate. In the event of the client wishing further performances to be carried out, or if such performances are necessary in order to carry out the order, they will be invoiced separately by PharmaPart. The cost of third-party services, which are the responsibility of the client such as express freight, taxi charges, travel expenses etc. will be invoiced according to expenditure. PharmaPart shall inform the client as to which documents it requires to process the contract.
- 2.2 Performances on the part of the client
The client undertakes to pay without delay for the performances carried out by PharmaPart.

3. OBLIGATIONS OF THE CONTRACTING PARTIES

- 3.1 PharmaPart's obligations
PharmaPart undertakes to provide the performances agreed in the cost estimate with due care and attention. When producing study protocols, monitoring research and drawing up reports, PharmaPart will comply with the current requirements of the licensing authorities and the client's guidelines.
- 3.2 Client's obligations

The client undertakes to provide PharmaPart with all documents and information necessary to process the contract, promptly and free of charge. The client undertakes to inform PharmaPart, voluntarily and in advance, of all the hazards pertaining to its product, which are known to it.

4. LIABILITY

- 4.1 PharmaPart's liability
PharmaPart is responsible for executing its agreed services with due care and attention. Insofar as it is authorised to involve a third party, then it is only responsible for due care and attention regarding its selection and instructions. PharmaPart is not liable in any way for the test products, including manufacturing, storage, shipping, distribution and consequences of its use. Where deficiencies occur in the agreed services through the fault of PharmaPart, and where these deficiencies invalidate the result of the contract for the purposes of the client, then PharmaPart undertakes to rework the deficient stage free of charge, or if this reworking would involve unreasonable expenditure by PharmaPart, to make a suitable price reduction. PharmaPart is liable for losses insofar as they are covered by its general liability insurance. In matters of registration, PharmaPart is liable either for the successful outcome of the licensing authority's procedures, nor for their duration. PharmaPart is liable neither for the acceptance of a manuscript for publication by a particular publisher, nor for the length of the period preceding publication.
- 4.2 Client's liability
The client is responsible for the products and documentation submitted. If the client disregards its duty to declare or inform, it is liable for any resulting losses incurred by PharmaPart or third parties.

5. PROCESSING OF THE CONTRACT

The cost estimate is decisive in the processing of the contract, and equally, the test plan is decisive for the studies. Should the ethics commission raise objections to carrying out the studies in their planned form, then PharmaPart and the client will seek to develop modifications to the research. If agreement cannot be reached concerning the modifications, or if the ethics commission withholds its consent, then PharmaPart can withdraw from the contract.

The results of this contract may only be utilised after full payment has been made by the client. PharmaPart has the right to postpone agreed deadlines (especially starting deadlines) insofar as the required documentation and supplies have not been submitted 14 days prior to the deadline. If agreed deadlines are postponed by the client, PharmaPart has the right to invoice resulting additional costs to the client.

6. CANCELLATION OF THE CONTRACT

- 6.1 Cancellation of the contract by PharmaPart
If the designated ethics commission refuses to carry out the tests for ethical reasons, PharmaPart has the right to cancel this contract.
If the client violates its contractual duties, PharmaPart has the right to cancel the contract, and will invoice for the services it has rendered to the client up to that point.
- 6.2 Cancellation of the contract by the client
The client may cancel the contract at any time. It is liable to compensate PharmaPart for the services rendered up to that point.
- 6.3 Premature cancellation of the contract
If one of the contracting parties incurs loss due to the premature termination of the contract, then the other party is liable to compensate that party for the loss.
- 6.4 If the client hires the PharmaPart employee working on a contract, the client agrees to pay an additional sum of two monthly salaries.

7. TERMINATION OF THE CONTRACT

In the event that the contract is completed as agreed, then the contractual parties have on balance relinquished all claims once the client has paid for all the performances carried out and invoiced by PharmaPart, and PharmaPart has returned to the client all the products and documents submitted to it for the purpose of processing the contract.

8. CHOICE OF JURISDICTION

This contract is subject to Swiss law.

9. PLACE OF JURISDICTION

Zurich is agreed on as the place of jurisdiction for all disputes arising from this contract.

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