

1. The specimen owner, (referred to herein as the "Client") hereby request Eprogen, Inc. ("Eprogen") to perform one or more testing protocols described in Attachment "A", which is made a part of this Agreement, and hereafter referred to as the "Test" on certain specimens submitted to Eprogen. These standard terms and conditions (the "Agreement") shall constitute a binding agreement between Client and Eprogen relating to Eprogen's testing services described herein.

2. **Approval.** Before performing the Test, Eprogen shall examine and review Client's testing request form, which shall be submitted along with the specimen to be tested. If such request is incomplete or unclear, Eprogen shall consult with you before it proceeds with the Test. It may be necessary for you to provide additional information requested by Eprogen to properly perform the requested Test(s).

3. **Specimen(s).** Client shall submit all specimens for Testing by Eprogen in compliance with applicable import, export, customs and other laws and regulations. Eprogen shall not be liable for damages of any nature, including, without limitation, to liability for handling and/or disposal of biohazard materials that may arise from the submission of any specimens to Eprogen or from Eprogen's transmittal of the Test results and/or unused specimens to Client. Unless otherwise defined by contract, ownership of the specimens and data is retained by the Client.

4. **Services.** Upon receipt and approval of Client's testing request form and specimens, Eprogen shall acknowledge receipt of the specimen(s) via fax or email. Eprogen endeavors to perform all Tests within the quoted turn-around-time (TAT) provided on the specimen receipt acknowledgement form or email. The test results shall be delivered at Client's expense by mail/fax/email using the contact information provided in the testing request form. Unless otherwise specified in the testing request form, Eprogen reserves the right to return any remaining or unused specimen to Client along with the Test results. Client may request that Eprogen retain an unused portion of the specimen for a period mutually agreed upon; or instruct Eprogen to destroy all unused specimen upon completion of the Test or thirty (30) days after the Test results are delivered to Client. Absent Client's instructions, Eprogen reserves the right to either destroy or return, at Eprogen's option, any remaining or unused specimen after thirty (30) days at Client's sole expense and liability.

5. **Payment.** In consideration of the Eprogen's performance hereunder, Client agrees to pay Eprogen according to the test fees and payment terms described on Attachment A, which shall cover Eprogen costs and services incurred to conduct the Test. Payments shall be made by client in U.S. dollars net ten (30) days. In the event Client fails or refuses to pay for testing services performed by Eprogen when due, Eprogen shall have the right to suspend further testing services; retain or destroy, at Eprogen's option, any and all specimens or test results not delivered or returned to Client, and/or terminate the license to use Test results granted to Client hereunder.

6. Intellectual Property Rights.

(a) Client shall own the data and information derived from the Test (subject to the payment limitations in Section 5 above), to the extent such data and information relate to Client's Pre-existing Technology, and is separate from the testing protocol and methods of Eprogen.

(b) Title to all intellectual property, data or information, owned, developed, conceived and reduced to practice by Client prior to the start of the work under this Agreement shall remain the sole property of the Client (hereinafter referred to as Client's Pre-Existing Technology).

(c) Intellectual property conceived or reduced to practice under this Agreement by one or more employees of Eprogen which result from or constitute improvements in or additions to the Client's Pre-existing Technology, including but not limited to any inventions, designs, techniques, innovations or other discoveries, shall belong to Client, provided such improvements or additions result from and could be anticipated by the protocol attached to this Agreement as Attachment A. Notwithstanding the above, Eprogen shall retain a non-exclusive license to use such improvement or additions in its Testing protocols.

(d) Intellectual property rights in and to all other inventions, designs, techniques, innovations, or other discoveries not designated as being the property of the Client pursuant to this Agreement, conceived or reduced to practice under this Agreement by one or more employees of Eprogen, shall belong to Eprogen. All improvements in or additions to the Test shall reside exclusively with Eprogen.

7. **Warranty:** EPROGEN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WHATSOEVER RELATING TO THE TEST, EPROGEN'S SERVICES OR THE TEST RESULTS, INCLUDING WITHOUT LIMITATION, THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY GOODS OR SERVICES PROVIDED. The Eprogen makes no representation or warranty regarding the actual or potential infringement of patents or copyrights of third parties, and Client acknowledges that the avoidance of such infringement in the use of the services related to this Agreement shall remain the responsibility of Client.

8. **Liability.** Eprogen shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Eprogen was advised of the possibility of such losses in advance. In no event shall Eprogen's liability hereunder exceed the actual amount of testing fees paid by Client, regardless of whether Client's claim is based on contract, tort, strict liability, product liability or otherwise.

9. **LIABILITY DISCLAIMER.** ON BEHALF OF ITSELF AND ITS SUPPLIERS, EPROGEN DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING FROM OR RELATED TO THIS AGREEMENT OR CLIENT'S USE OF THE TEST RESULTS.

10. **Indemnification.** Client shall indemnify and hold harmless Eprogen, its trustees, officers, employees and agents from and against any liabilities, damages, or claims (including attorneys' fees) arising out of injuries (including death), property damage, infringement of any third party proprietary rights as a result of Client's breach of this

Agreement, or Client's negligence or willful misconduct in the performance of this Agreement or from Client's use or possession of the results produced hereunder.

11. **Hazardous Materials.** All materials provided by Client must be accompanied by the appropriate environmental and safety information for those materials as required by law.

12. **Confidentiality and Proprietary Information.** Any proprietary information disclosed by one party to the other, including invention disclosures made by Eprogen to Client, whether in writing, orally or by observation, shall be confidential and designated as proprietary. A party receiving proprietary information hereunder, hereafter referred to as "Recipient", agrees to use the proprietary information only for the purpose of this Agreement and further agrees that it will not use (other than for the purposes of this Agreement) or disclose or publish such information except that foregoing restrictions shall not apply to: (a) information which is or becomes publicly known through no fault of Recipient; (b) information learned from a third party entitled to disclose such information; (c) information already known to or developed by Recipient prior to receipt hereunder, or information independently developed, at any time, by Recipient personnel not privy to the proprietary information, as shown by Recipient's written records; (d) information which is published in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this Agreement; or; (e) information required to be disclosed by operation of law or court order. The obligation of confidentiality imposed by this provision shall expire four (4) years following the date of disclosure. Each party will use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of proprietary information disclosed hereunder. Eprogen agrees not to perform or permit others to perform any test analyses, or other evaluation of Client's specimens, for a purpose other than encompassed by the Test.

13. **Relationship of Parties.** Nothing in this Agreement shall create a joint venture, partnership, employee-employer relationship, or fiduciary relationship between Eprogen and Client.

14. **Non-assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto. Eprogen may assign this Agreement only to a successor in interest. Any other assignment by either party without prior written consent of the other party shall be void.

15. **Governing Law.** Client agrees and acknowledges that this Agreement, and its terms and conditions, shall be construed and interpreted in accordance with the laws of the State of Illinois. With respect to any matters relating to the construction or effect of patent applications and patents shall be decided in accordance with the laws of the country in which the particular patent application or patent has been filed or granted.

16. **Entire Agreement.** Unless otherwise specified herein, this Agreement embodies the entire understanding of the parties for this project and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement including, without limitation, changes in the activities of the program, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of both parties. Notwithstanding any terms and conditions contained in said purchase order, the purchase order will in no way modify, or add, or take precedence to the terms of this Agreement.

17. **Force Majeure.** Neither Eprogen, nor Client, shall be liable to the other for nonperformance or inaccurate test results caused in whole or in part by causes beyond their reasonable control. Such causes shall include, but are not limited to acts of God, civil unrest, terrorism, war, acts of authorities and failure of subcontractors that could not be reasonably anticipated.

18. **Agreement.** Submission of samples for Testing as described on the reverse side constitutes agreement with the provisions stated above.

Attachment A Detailed Description of Testing Services

PS-CLAS-1 – produces one full ProteoVue 2D protein pl vs. Hydrophobicity map from a single specimen. The data in the form of a *.vue file readable by Eprogen's ProteoVue Software Suite will be provided to the client. See PS-CLAS-FC if collection of fractions from the 2nd Dimension analysis is required.

PS-CLAS-FC – provides for collection of a pre-selected retention time window from the second dimension analysis of a PS-CLAS-1 analysis for all pl fractions. Up to 1000 fractions are collected in 96-well plates for return to the customer or storage at Eprogen at -80°C. Time per well location information will be provided to the client to aid in locating protein(s) for further analysis. Either 48 or 96 fractions per analysis are collected in the 96 well plate formats. A 384 well plate fraction collection is also available upon request (not standard).

PS-CLAS-PREP – covers additional processing of a sample necessary to make it ready for any of the PS-CLAS analyses. This is included in the PS-CLAS-1 analysis.

PS-CLAS-2 – produces one Mass vs. pl protein map from a single specimen with data reported in the form of a *.vue file readable by the ProteoVue Software Suite will be provided to the client. Each PS-CLAS-2 requires a PS-CLAS-1 to be run first.

PS-CLAS-3 – produces, for a single specimen, a set of pl fractions (typically 16-20) from the 1st Dimension chromatofocusing (CF) run only. No second dimension analysis is performed. Data in the form of a UV trace with pl fraction information provided to the client. Collected CF fractions will be returned to the client.

PS-CLAS-4 – provides for a single Hydrophobicity analysis of an individual pl fraction from a 1st dimension (PS-CLAS-3) analysis or a specific protein sample of interest (no CF run is required). Data is supplied in the form of a reverse phase *.vue file readable by Eprogen's ProteoVue Software Suite with pl fraction information provided for the fraction analyzed (when available).

PS-CLAS-FCP – provides for the collection of fractions for a PS-CLAS-4 analysis into a 96 well plate. Time per well location information will be provided to the client to aid in locating protein(s) for further analysis. A 384 well plate fraction collection is also available upon request (not standard).

PS-CLAS-MW – provides for intact protein molecular weight determination of a single well collected under PS-CLAS-FC or PS-CLAS-FCP. A report of the molecular weight information and detailed ion chromatograms for all masses detected by MS (LC-MS of MALDI MS) will be provided to the client. Prices are quoted on a per fraction basis.

PS-CLAS-MSMS – provides for trypsin digestion and subsequent LC/MS/MS or MALDI MSMS peptide analysis for possible protein ID on a single PS-CLAS-FC or PS-CLAS-FCP fractions. ID information is obtained from all public protein ID databases. Prices are on a per fraction basis.

EPROGEN

Protein Discovery laboratory

Specimen Shipment

Specimens are to be shipped to:

Eprogen
Attn.: Dr. Timothy J. Barder
8205 South Cass Ave., Suite 106
Darien, IL 60561 USA
630-963-1481

We recommend the following shipping details:

Within the continental U.S., specimens must be shipped on dry ice for overnight AM delivery. From Canada and the non-continental U.S., specimens must be shipped for overnight AM delivery and with an adequate amount of dry ice to ensure specimen preservation for a minimum of two days due to a possible delay in shipment because of customs inspections/other possible delays. From Europe or Asia, specimens must be shipped for overnight AM delivery and with an adequate amount of dry ice to ensure specimen preservation for a minimum of three days due to a possible delay in shipment because of customs inspections/other possible delays. Shippers are responsible for adhering to both local and IATA (International Air Transport Association) shipping regulations.

For international shipments, to assist the customs service with shipments, Eprogen recommends including a letter with the specimens intended for the analysis that details the contents of the package. The letter should be written on the shipping Company's letterhead, contain direct contact information, and be affixed to the outside of the package in a see-through envelope. Wording such as the following is recommended: "Enclosed in this package is non-hazardous, non-radioactive, non-biological, non-toxic specimens for testing purposes. They have no commercial value and are not for resale. This shipment contains cell extracts from lysed (dead) cells."

Eprogen prefers the specimen be sent lysed for fastest specimen turnaround. Eprogen provides a standard lysis protocol that is available on our web site that will work virtually all specimens. We don't recommend using SDS or higher MW sulfonated surfactants or buffers. Please call 630-963-1481 for technical assistance if you have any questions.

Remittance

BY CHECK:

Eprogen
8205 S. Cass Avenue, Suite 106
Darien, IL 60561

Phone: (630) 963-1481
Fax: (630) 963-6432

Fed. I.D. 71-1014886

BY WIRE TRANSFER PAYMENTS:

BANK NAME:

JP Morgan Chase Bank
7501 Lemont Rd.
Woodridge, IL 60517 USA

TELEPHONE NUMBER:

(630) 910-2046

ACCOUNT NUMBER:

72952931

BANK ROUTING NUMBER:

071000013

SWIFT ADDRESS:

CHASUS33

PAYMENT TERMS:

NET 30 DAYS

FOB:

DARIEN, IL

FREIGHT TERMS:

PREPAY & ADD

EPROGEN

Protein Discovery laboratory

Sample Submission Form

8205 South Cass Ave., Suite 106
Darien, IL 60561 USA
630.963.1481 - Phone
630.963.6432 - fax
www.eprogen.com

Please complete ALL
non-shaded areas of this form.

Tracking # _____

Sample(s) I.D. _____
Amount of Sample _____
Attn: Dr./Mr./Ms. _____
(Circle one)
Title: _____
Company: _____
Address: _____
Phone: _____
Fax: _____

Method of Payment

Purchase Order # _____
Prepayment Check # _____ Amount \$ _____
Quotation # (if applicable) _____
Credit Card: Visa/MasterCard Am Express Other
Holder Name _____
Billing/Cardholder Address _____
Acct # _____
Exp. Date _____
Signature _____

Authorized Release of Information to Others

Yes No (please initial) _____

List names below:

Sample Storage

Refrigerate @ 4°C Freeze @ -20°C
 Freeze @ -80°C

List of Testing Services

Services Requested	#
PS-CLAS-1 (Std 2D fractionation and software for analysis)	
PS-CLAS-FC (Collect all 2 nd Dimension Fractions in 96 well plates)	
PS-CLAS-PREP (Sample Prep)	
PS-CLAS-2 (Mass/pl Map)	
PS-CLAS-3 (1 st dimension CF Analysis only)	
PS-CLAS-4 (Hydrophobicity Analysis a single CF fraction or prepped protein sample)	
PS-CLAS-FCP (Selected fraction collection in 96 well Plates)	
PS-CLAS-MW (MALDI or LC-MS analysis on Intact Proteins)	
PS-CLAS-MSMS (Protein ID by MALDI MSMS or LC-MSMS analysis)	

Sample Type (Please Circle)

Sera Plasma Tissue Urine
Bacterial Cell Lysate Whole Cell Lysate
Other (Please describe): _____

Other pertinent sample information*:

Attach additional sheets as necessary

Condition upon Receipt (To be completed by Eprogen personnel)

Receipt Date/Time: _____
Initiated By: _____
Shipper #: _____

1. Y N Samples received undamaged
2. Y N Samples received in proper container
3. Y N Samples received (check)
Dry ice: _____
Ice pack: _____
4. Y N Samples received with COC (attach copy)
5. Y N Sample received with any other
documentation (attach copy)
6. Y N Other observations (see notes below)

Sample Receiving Notes:

Analysis Schedule Date: _____

Copy Faxed to Client by: _____

Date/Time: _____

* See notes on reverse side.