

BETWEEN:-

DAVAL INTERNATIONAL LIMITED

Claimant

-and-

- (1) ANGUS DALGLEISH**
- (2) ANTHONY HAINES**
- (3) DAVID MAIZELS**
- (4) JONATHAN LUKE HEENEY**
- (5) DOUGLAS A. McCLAIN**
- (6) STANLEY WHITE**
- (7) ARGYLL BIOTECHNOLOGIES LLC**

Defendants

AMENDED PARTICULARS OF CLAIM

1. The Claimant is a pharmaceutical company that has developed and manufactures a drug called "Aimspro".
2. Aimspro is produced from a hyperimmune goat serum ("the Serum") derived from the blood of specifically selected and farmed goats. Aimspro is used to treat neurological and inflammatory conditions and, in particular, Multiple Sclerosis and/or AIDS.
3. The process for the creation of the Serum was invented by Dr. Gary Davis ("Dr Davis").
4. The Claimant's Serum was formerly derived from goats farmed in Massachusetts USA ~~and owned by the 6th Defendant ("Mr. White") and subsequently by the Claimant.~~ The goats

were purchased by the Claimant from Capralogics Inc, a company owned or controlled by Mr. White.

4A. The Claimant avers that it is the owner of all of the goats that it so purchased from Capralogics Inc, and is also the owner of all offspring of the same (together referred to as “the Goats”), on the basis that all of the constituent elements of the blood of the Goats are to be treated as owned by the same person as the owner of the Goats.

4B. Further, the Claimant avers that it is the owner of all of the Serum derived from blood drawn from the Goats.

5. The 1st Defendant (“Prof. Dalglish”) is, and at all material times was, a Professor of Oncology at St. Georges Hospital, London.

6. In early 2001 the Claimant (then called “Davis Daval Limited”) wished to retain Prof. Dalglish to provide advice and assistance for the use of the Serum and the development of Aimspro.

7. Accordingly, and in order to protect its confidential information relating to the development of the Serum and Aimspro, on the 19th March 2001, the Claimant entered into a contract in writing with Prof. Dalglish (“the Dalglish Agreement”).

8. The Dalglish Agreement referred to the Claimant as “The Protected Party” and Prof Dalglish as “The Recipient”.

9. The Recitals to the Dalglish Agreement stated that:-

“(a) The Protected Party is the Sole World Licence Holder and Licensee of a process that

has been developed by [Dr. Davis] and is owned by a British Company referred to as ICE Biologics Ltd (The Owner) and is subject to a separate agreement concerning non-compete, secrecy and confidentiality as part of the conditions under which it is licensed.

- (b) The Process for which the licence is held is proprietary to ICE Biologics Ltd the third party and a world wide Patent Application has been made (“the Process”) and the mentioned third party is the owner of confidential information relating to the process and of intellectual property rights therein.*
- (c) This document is presented by [the Claimant] to ensure that it is afforded the same degree of protection that it has contractually given to the “The Owner” in its dealings with “The Recipient”.*
- (d) To enable the Recipient to evaluate the Process with a view to exploiting the same, the Protected Party has obtained the appropriate permissions of the Owner and is willing to disclose information relating to it to the Recipient under conditions of absolute confidentiality and the general terms contained herein.
.....”*

10. Clause 1.1 of the Dalglish Agreement provided that:-

“For the purpose of this Agreement, “Proprietary Information” means any and all information which is now, or at any time hereafter, in the possession of the Protected Party which relates to the Process including, without limitation, data, know-how, formula, processes, designs, photographs, drawings, specifications, software programmes and samples, and any other material bearing or incorporating any information relating to the Process.”

11. Clause 2 of the Dalglish Agreement contained undertakings on the part of Prof. Dalglish in the following terms:-

- “2.1 In consideration of the Protected Party disclosing information relating to the Process to the Recipient, the Recipient hereby undertakes:*
- 2.2 to use all Proprietary Information so disclosed exclusively for the purpose of evaluating the potential of the Process with a view to exploiting it in respect thereof from the Licensee and*
- 2.3 to maintain confidential, all Proprietary Information that it may acquire in any manner, and it will accordingly not directly or indirectly use or disclose any of the Proprietary Information in whole or in part save for the purpose of and in accordance with this Agreement.”*

12. Further, by clauses 4 and 5 of the Dalglish Agreement, Prof. Dalglish also agreed that he would:-

- “4.2 keep separate all Proprietary Information and all information generated by the*

Recipient based thereon from all documents and other records of the Recipient.

4.3 *keep all documents and other material bearing or incorporating any of the Proprietary Information at the usual place of business of the Recipient*

4.4 *not use, reproduce, transform or restore any of the Proprietary Information in any externally accessible computer or electronic information retrieval system or transmit in any form or by any means whatsoever outside of [his] usual place of business.*

4.7 *make copies of the Proprietary Information only to the extent that the same is strictly required for the purposes of evaluation by the Recipient.*

4.8 *on request of the [Claimant], made at any time, shall deliver to the [Claimant] all documents and other material in the possession, custody or control of the Recipient that bears or incorporates any part of the Proprietary Information.*

.....

5.1 *.... not use any of the Confidential Information to conceive or improve any inventions, patents, processes, or other tangible or intangible thing, or to perform experiments of any kind, without the prior written consent of the Protected Party*

.....

5.4 *... during the course of [his] discussions with the Protected Party and at all times thereafter, [he] will treat all information relating to the Protected Party's Licences, Inventions, products, manufacturing, processes, patents, customers, computer software, business, plans, operations, strategies, markets and all other information relating in any way to the Protected Party which may come into [his] knowledge from [his] relationship with the Protected Party, other than information previously known to [him] or otherwise available in the public arena (all of which is herein referred to as the "Confidential Information") as the Protected Party's confidential and Proprietary information which is entrusted to [him] solely for use in [his] discussions with the Protected Party and [he] will never use, divulge nor disclose the Confidential Information to any other person nor for any other purpose."*

13. Thereafter, and from about September 2001 until about April 2005, Prof. Dagleish was retained by the Claimant, for reward, to provide advice and assistance in respect of the development of Aimspro, including research and clinical trials conducted at St. George's NHS Trust Hospital ~~and paid for by the Claimant~~. Prof. Dagleish's duties pursuant to the retainer included his attendance at "Science Meetings" of the Claimant, his attendance on behalf of the Claimant at "Research Meetings" at St. George's Hospital and his advice, assistance and attendance and participation at meetings relating to the Claimant's

applications for patents relating to Aimspro.

13A. It was an express term of Prof. Dalgleish's retainer (the same having been orally agreed at the time of the retainer between Prof. Dalgleish and Mr. David Shotton on behalf of the Claimant) that every 3 months Prof. Dalgleish would provide the Claimant with a written report as to the progress of his research and the other work on behalf of the Claimant.

13B. There were implied terms of his said retainer that Prof. Dalgleish would :-

- i) keep confidential all information belonging to the Claimant and/or the results of any research carried out by, or on behalf of the Claimant; and/or
- ii) not disclose any such confidential information to third parties without the authority or permission of the Claimant; and/or
- iii) act in the best interests of the Claimant; and/or
- iv) not do any act or thing that was detrimental to the interests of the Claimant and/or advanced the interests of any competitor, or potential competitor, of the Claimant.

13C. The said clinical trials included a "double blind" trial conducted at the Atkinson Morley wing of St. George's Hospital (between about November/December 2003 and March 2005) whereby some volunteer patients suffering from Multiple Sclerosis were injected with Aimspro whilst others were injected with a placebo. Neither the patients nor those directly administering the injections were aware of which fluid was injected into which patient.

13D. However, a "key" to the test (which recorded which patient received Aimspro and which patient received the placebo) was placed in a sealed envelope and deposited with the Prof. Dalgleish who kept it for, and on behalf of, the Claimant (to whom it belonged) in his office at St. George's Hospital.

13D. The results of the clinical trials could only be interpreted and sensibly analysed when considered together with the said key. Without use of such key, the results of the trials had little or no real meaning and use.

14. The Claimant avers that by reason of the Dalglish Agreement and/or his said retainer, Prof. Dalglish owed a continuing duty to the Claimant to keep confidential any information that became available to him relating to the manufacturing process of Aimspro, the details and results of the said research and clinical trials and any other information relating to Aimspro that might assist a pharmaceutical company other than the Claimant in manufacturing the Serum (or any similar product derived from goats or other animals) and/or medicines manufactured therefrom.

15. The 2nd Defendant (“Mr. Haines”) was a director of the Claimant from the 26th July 2000 to the 17th April 2003. Further, the Claimant retained Mr. Haines to provide consultancy services to the Claimant in return for payment of £4000 per month.

16. In early 2003 differences arose between the Claimant and Mr. Haines.

17. In order to resolve such differences, on the 10th June 2003 the Claimant and Mr. Haines entered into a contract in writing entitled “Compromise Agreement” (“the Haines Agreement”).

18. The Haines Agreement referred the Claimant as “the Company” and Mr. Haines as “the Consultant”.

19. The Haines Agreement provided as follows:-

- “1. *The Consultant’s consultancy with the Company will terminate on 31st December 2003 (“the Termination Date”).*
2. *The Company shall continue to pay the Consultant’s consultancy fee of £4000 per month until the Termination Date.”*

20. Clause 9 of the Haines Agreement contained the following definitions and undertakings on the part of Mr. Haines:-

“9. *In this clause 9 the following shall have the following meanings*

- ‘Confidential Information’*
- (a) in respect of information provided in documentary or by way of a model or in other tangible form (including electronic), Information which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence*
 - (b) in respect of Information that is imparted orally, any information that that the Company or its representatives informed the Consultant at the time of disclosure was imparted in confidence;*
 - (c) in respect of the Confidential Information imparted orally, any note or record of the disclosure;*
 - (d) any copy of the foregoing.*

“Information” shall include information provided directly or indirectly by the Company to the Consultant in oral or documentary form or by way of models, biological or chemical materials or other tangible form (including electronic) or by demonstrations and whether before, on or after the date of this Agreement. ‘Information’ relates without limitation to the present business, future business, intellectual property, patents (registered or applied for), associated or subsidiary companies, medical data, trade secrets, know how, designs, specifications and contact information (Names, addresses, telephone numbers, customers, suppliers) of the Consultant

9.1 *Undertakings*

9.1.1 *In consideration of the payments hereunder by the Company to the Consultant the Consultant undertakes:*

9.1.1.1 *to keep the Confidential Information secret at all times and not to disclose it or allow it to be disclosed in whole or in part to any third party without the Company’s prior written consent.*

9.1.1.2 not to disclose the Confidential Information (whether directly or indirectly) to actual or potential competitors of the Company;

.....

9.1.1.5 not to copy the Confidential Information in any way for his own purposes;

9.1.1.6 not without the Company's consent to make any commercial use of or make any commercial gain from the Confidential Information or seek to obtain any protection of the intellectual property contained in the Confidential Information

.....

9.1.3.3 The Consultant shall not use the Confidential Information directly or indirectly to procure a commercial benefit to the Consultant or a commercial disbenefit to the Company.

21. Further, by clause 9.3.1 of the Haines Agreement, Mr. Haines agreed that he would not *“make contact or contracts with, deal with or otherwise involve himself in any manner with any third party or parties concerning any product or service offered by the Company or its associated companies without the prior written consent of the Company.”*
22. The Claimant avers that by reason of the Haines Agreement and/or his said retainer as a Consultant and/or his directorship of the Claimant, Mr. Haines owed a continuing duty to the Claimant to keep confidential any information that became available to him relating to the manufacturing process of Aimspro, the details and results of any research and clinical trials and any other information relating to Aimspro that might assist a pharmaceutical company, other than the Claimant, in manufacturing the Serum (or any similar product derived from goats or other animals) and/or medicines manufactured therefrom.
23. The 3rd Defendant (“Dr. Maizels”) is a medically qualified General Practitioner.
24. Dr. Maizels was a director of the Claimant from the 7th February 2002 to the 27th October 2004.
25. At all material times prior to mid-2004, Dr. Maizels was retained by the Claimant, for

reward, to assist the Claimant in its development of Aimspro. Such assistance involved (amongst other things) the provision of advice to the Claimant on clinical matters, and the treatment of informed patients suffering from Multiple Sclerosis utilising Aimspro and the monitoring of any results from such treatment.

25A. In treating such informed patients, Dr. Maizels was provided with a supply of Aimspro belonging to the Claimant. It was orally agreed between Mr. Shotton (acting on behalf of the Claimant) and Dr. Maizels, that:-

- i) Dr. Maizels would provide the Claimant's Aimspro to the patients free of charge for the drug itself;
- ii) in respect of his own time (and save where patients were of limited financial means and/or it was otherwise agreed with the Claimant) Dr. Maizels would be entitled to charge those patients £90 for the initial consultation and £40 in respect of each follow-up appointment.

25B. Further, pursuant to his retainer, having so treated patients and monitored the results, Dr. Maizels was to hold all test results, data and information so collected for, and on behalf of the Claimant.

25C. There were implied terms of Dr. Maizel's said retainer that he would :-

- i) keep confidential all information belonging to the Claimant and/or the results of any tests carried out by, or on behalf of the Claimant; and/or
- ii) not disclose any such confidential information to third parties without the authority or permission of the Claimant; and/or
- iii) act in the best interests of the Claimant; and/or
- iv) not do any act or thing that was detrimental to the interests of the Claimant and/or

advanced the interests of any competitor, or potential competitor, of the Claimant.

26. The Claimant avers that by reason of Dr. Maizel's directorship of the Claimant and/or his said retainer, Dr. Maizel owed a continuing duty to the Claimant to keep confidential any information that became available to him relating to the manufacturing process of Aimspro, the details and results of any research and clinical trials and any other information relating to Aimspro that might assist a pharmaceutical company, other than the Claimant, in manufacturing the Serum (or any similar product derived from goats or other animals) and/or medicines manufactured therefrom.

26A. Further, by reason of his said retainer and/or directorship, Dr. Maizels owed to the Claimant a duty not to make a secret profit from his use of Aimspro and a duty to account to the Claimant for any monies received by him from the informed patients to whom he administered the drug over and above those fees that the Claimant had agreed that he could charge for consultations.

27. The 4th Defendant ("Dr. Heeney") is Head of the Department of Virology at the Biomedical Primate Research Centre ("BPRC") in the Netherlands.

27A. In mid-2000, the Claimant (then called "Davis-Daval Limited") wished to enter into negotiations with Dr. Heeney with a view to obtaining advice and assistance from Dr. Heeney in respect of the use of the Serum and the development of Aimspro.

27B. Accordingly, and in order to protect its confidential information relating to the development of the Serum and Aimspro, on the 17th August 2000 the Claimant entered into a contract in writing with Dr. Heeney ("the Heeney Agreement")

27C. The Heeney Agreement referred to the Claimant as “the Protected Party” and Dr. Heeney as “the Undersigned”.

27D. The Heeney Agreement provided that (amongst other things):-

“This Agreement is made in consideration of certain business discussions which will take place between the Undersigned and the Protected Party, the benefits which may be realized by the Undersigned and the Protected Party, from such discussions, and the possibility that the Protected Party might in such discussions reveal to the Undersigned trade secrets, proprietary information and/or other confidential information of the Protected Party, which the Protected Party desires to maintain as proprietary, as trade secrets, and as confidential. The Undersigned acknowledges the sufficiency of the above-stated consideration.

The Undersigned agrees that during the course of the Undersigned’s discussions with the Protected Party and at all times thereafter, the Undersigned will treat all information relating to the Protected Party’s inventions, products, manufacturing processes, patents, customers, computer software, business, plans, operations, strategies, markets and all other information relating in any way to the Protected Party, which may come into the Undersigned’s knowledge from the Undersigned’s relationship with the Protected Party, other than information previously known to the Undersigned or otherwise available in the public arena (all of which is herein referred to as the “Confidential Information”), as the Protected Party’s confidential information which is entrusted to the Undersigned solely for use in the Undersigned’s discussions with the Protected Party, and the Undersigned will never use, divulge nor disclose the Confidential Information to any other person nor for any other purpose.

The Undersigned further agrees that upon and at all times after the termination of the Undersigned’s discussions with the Protected Party, that the Undersigned will never, without the prior express written permission of the Protected Party, retain or use in any way, nor for any purpose, any of the Confidential Information, nor transmit, disclose nor reveal any of the Confidential Information to any person.”

The Undersigned acknowledges and agrees that the Undersigned is not granted any rights or licenses by virtue of this Agreement and may not use any of the Confidential Information to conceive or improve any inventions, patents, processes, or other tangible or intangible thing, or to perform experiments of any kind, without the prior written consent of the Protected Party

28. Dr. Heeney was a director of the Claimant from the 19th April 2002 to the 14th July 2003.

29. The Claimant avers that, by reason of his directorship of the Claimant and/or the Heeney Agreement, Dr. Heeney owed a continuing duty to the Claimant to keep confidential any

information that became available to him relating to the manufacturing process of Aimspro, the details and results of any research and clinical trials and any other information relating to Aimspro that might assist a pharmaceutical company, other than the Claimant, in manufacturing the Serum (or any similar product derived from goats or other animals) and/or medicines manufactured therefrom.

29A. Further, Dr. Heeney carried out research and tests using Aimspro administered to primates at BPRC in the Netherlands. Such research and tests were commissioned and paid for by the Claimant.

30. In 2000 the Claimant (then called “Davis Daval Limited”) was in negotiation with the 5th Defendant (“Mr. McClain”) as regards a potential investment by Mr. McClain in the development of Aimspro.

31. Accordingly, and in order to protect its confidential information relating to the development of the Serum and Aimspro, on the 20th September 2000, the Claimant entered into a contract in writing with Mr. McClain (“the McClain Agreement”).

32. The McClain Agreement referred to the Claimant as “The Protected Party” and Mr. McClain as “The Recipient”.

33. The Recitals to the McClain Agreement stated that:-

- “(a) The Protected party is the sole world licence holder of a process that has been developed by a third party (The Owner) and is subject to a separate agreement concerning non-compete, secrecy and confidentiality as part of the conditions under which it is licensed.*
- (b) The process for which the licence is held is proprietary to the third party and a world wide Patent Application has been made (“the Process”) and the mentioned third party is the owner of confidential information relating to the process and of intellectual property rights therein.*
- (c) This document is presented by [the Claimant] to ensure that it is afforded the same*

degree of protection that it has contractually given to the “The Owner” in its dealings with “The Recipient”.

- (d) *To enable the Recipient to evaluate the Process with a view to exploiting the same, the Protected Party is willing to disclose information relating to it to the Recipient under conditions of absolute confidentiality and the general terms contained herein.”*

34. Clause 1.1 of the McClain Agreement provided that:-

“For the purposes of this Agreement, “Proprietary Information” means any and all information which is now or at any time hereafter in the possession of the Protected Party which relates to the Process including, without limitation, data, know-how, formula, processes, designs, photographs, drawings, specifications, software programmes and samples, and any other material bearing or incorporating any information relating to the Process.”

35. Clause 2 of the McClain Agreement contained undertakings on the part of Mr. McClain in the following terms:-

“2.1 In consideration of the Protected Party disclosing information relating to the Process to the Recipient, the Recipient hereby undertakes:

2.2 to use all Proprietary Information so disclosed exclusively for the purpose of evaluating the potential of the Process with a view to exploiting it in respect thereof from the Licensee and

2.3 to maintain confidential, all Proprietary Information that it may acquire in any manner, and it will accordingly not directly or indirectly use or disclose any of the Proprietary Information in whole or in part save for the purpose of and in accordance with this Agreement.”

36. Further, by clauses 4, 5 and 8 of the McClain Agreement, Mr. McClain also agreed that he would:-

“4.1.1 keep separate all Proprietary Information and all information generated by the Recipient based thereon from all documents and other records of the Recipient.

4.1.2 keep all documents and other material bearing or incorporating any of the Proprietary Information at the usual place of business of the Recipient.

4.1.3 not use, reproduce, transform or restore any of the Proprietary Information in any externally accessible computer or electronic information retrieval system or transmit in any form or by any means whatsoever outside of [his] usual place of business.

4.1.6 *make copies of the Proprietary Information only to the extent that the same is strictly required for the purposes of evaluation by the Recipient.*

.....

5. *not use any of the Confidential Information to conceive or improve any inventions, patents, processes, or other tangible or intangible thing, or to perform experiments of any kind, without the prior written consent of the Protected Party*

.....

8 ... *during the course of [his] discussions with the Protected Party and at all times thereafter, [he] will treat all information relating to the Protected Party's inventions, products, manufacturing, processes, patents, customers, computer software, business, plans, operations, strategies, markets and all other information relating in any way to the Protected Party which may come into [his] knowledge from [his] relationship with the Protected Party, other than information previously known to [him] or otherwise available in the public arena (all of which is herein referred to as the "Confidential Information") as the Protected Party's confidential and Proprietary information which is entrusted to [him] solely for use in [his] discussions with the Protected Party and [he] will never use, divulge nor disclose the Confidential Information to any other person nor for any other purpose."*

37. The Claimant avers that by reason of the McClain Agreement, Mr. McClain owed a continuing duty to the Claimant to keep confidential any information that became available to him relating to the manufacturing process of Aimspro, the details and results of any research and clinical trials and any other information relating to Aimspro that might assist a pharmaceutical company, other than the Claimant, in manufacturing the Serum (or any similar product derived from goats or other animals) and/or medicines manufactured therefrom.

38. The 6th Defendant ("Mr. White") was a director of the Claimant from the 12th May 2001 to the 16th August 2005.

38A. Further, through the period of his directorship, Mr. White was retained by the Claimant, for reward, to provide advice and assistance and animal husbandry services to the Claimant, as required.

38B. In providing such advice and assistance pursuant to his said retainer and/or directorship, Mr.

White:-

- i) attended and participated in “Science Meetings” of the Claimant;
- ii) attended and participated in “Research Meetings” at St. George’s Hospital;
- iii) had numerous meetings with Prof. Dalglish and/or other members of the Claimant’s research team;
- iv) attended and participated in meetings relating to the Claimant’s applications for patents relating to Aimspro;
- v) represented the Claimant in meeting regularly with Micropharm Limited (the Claimant’s processor of the Serum in the UK) and in meeting other prospective processors (including Nova Laboratories Limited, ProPharma Limited and Cobra Bio-Manufacturing Plc).

38C. Further, as part of his said retainer and/or directorship, Mr. White was responsible for looking after the Goats in the USA, extracting the Serum therefrom and providing it to the Claimant.

38D. In so performing his duties in respect of the Goats, Mr. White:-

- i) caused the Goats to be fed, sheltered and maintained in a certified healthy conditions
- ii) injected the Goats with an immunogen belonging to the Claimant;
- iii) periodically drew blood from the Goats which he then processed on behalf of the Claimant so as to extract the Serum;
- iv) froze the Serum in sterile bags;
- v) arranged for the Serum to be transported to the Claimant, or as directed by it; and
- vi) trained others (including Abbie White, Bente Freeman and Sonya Reed) to assist him in carrying out such tasks.

38E. There were implied terms of Mr. White's said retainer that he would :-

- i) keep confidential all information belonging to the Claimant and/or the details of any work and processes carried out by him (or at his direction) on behalf of the Claimant; and/or
- ii) not disclose any such confidential information to third parties without the authority or permission of the Claimant; and/or
- iii) act in the best interests of the Claimant; and/or
- iv) not do any act or thing that was detrimental to the interests of the Claimant and/or advanced the interests of any competitor, or potential competitor, of the Claimant.

39. The Claimant avers that by reason of his directorship of the Claimant and/or his said retainer, Mr. White owed a continuing duty to the Claimant to keep confidential any information that became available to him relating to the manufacturing process of Aimspro, the details and results of any research and clinical trials and any other information relating to Aimspro that might assist a pharmaceutical company, other than the Claimant, in manufacturing the Serum (or any similar product derived from goats or other animals) and/or medicines manufactured therefrom.

39A. Further or alternatively, by reason of their directorships of the Claimant, Mr. Haines and/or Dr. Maizels and/or Dr. Heeney and/or Mr. White owed fiduciary duties to the Claimant:-

- a) to act in the best interests of the Claimant and to serve it with honesty and with fidelity;
- b) not to do any act that would harm the interests of the Claimant and/or advance the interests of any competitor or potential competitor; and

c) to safeguard all items and confidential material in their possession and belonging to the Claimant and not to provide the same to third parties without the permission of the Claimant

40. The 7th Defendant (“Argyll”) is a corporation incorporated in the State of California, USA.
41. Argyll is a company that is part of, or associated with, “The Argyll Group” of companies (“AG”).
42. Argyll and/or AG are/is owned and/or controlled by Mr. McClain.
43. Argyll is concerned in the development and production of the Serum and/or medicine derived therefrom for the treatment of various diseases including HIV/AIDS and Multiple Sclerosis.
44. An “Executive Summary” produced by Argyll for AG and dated September 2005 contains (amongst other things) the following information and reveals that:-
- a) i) the document was prepared “to provide data to The Argyll Group Principals and advisors and to make them aware of the business opportunity, commercial status, and presumed easing of human suffering in regards to the creation of BB:7075 serum by Dr Gary R. Davis;
- ii) BB:7075 is described as “a goat serum extract that was first produced in a laboratory in 1996” and in respect of which Dr. Davis had previously applied for patents;
- iii) it was intended that BB:7075 would be utilised to treat a number of

diseases, including Multiple Sclerosis and AIDS;

iv) BB:7075 is described as “a polyclonal immunoglobulin that has the ability to neutralize viral pathogens and their inhibitory properties by activation of the cytokine system, thus enhancing Cell Mediated Immunity and augmenting the Humoral Immune system by eliminating Inhibitory Cytokine factors and eliminating pathogenic free floating organisms sequestered in susceptible cells at the same time sparing normal cells”; and

v) the serum utilised by Argyll is the same as the Serum invented by Dr. Davis or is a development therefrom;

b) i) following treatments carried out by Dr. Davis utilising the serum

BB:7075 and “Because of the results of those treatments, Professor Dr. Angus Dalgleish of St. George’s Hospital and St. George [sic] University in London, along with the clinical assistance of Dr. David Maizels, treated over 200 people under strict clinical conditions in London with the following results:

* 80% of the MS patients treated saw ninety percent (90%) of their symptoms improve.

* Remission was seen in the Hormonal Cancer patients

* Rheumatoid Arthritis patients had the same 80/20 results as the MS patients”

ii) the results of tests and clinical trials carried out by (or on behalf of) the Claimant and involving Prof. Dalgleish and Dr. Maizels are known to Argyll;

c) i) “Dr. Dalgleish, Dr. Maisels and Dr. Heaney, have joined and are proceeding on behalf of [Argyll]. They envision a commercialized.

marketable product, which will require six to twelve months to finalize. Their results clearly require a mandatory investment and instantly give [Argyll] world-class established medical credibility”

ii) Prof. Dalgleish, Dr. Maizels and Dr. Heeney are, and were at all material times, all actively working for, and assisting, Argyll in respect of Argyll’s use of the Serum;

d) the “Advisory Board of Argyll includes:-

- i) Dr. Davis
- ii) Prof. Dalgleish
- iii) Dr. Heeney
- iv) Dr. Maizels
- v) Mr. White

e) Argyll’s “Research and Development” team includes:-

- i) Prof. Dalgleish
- ii) Dr. Heeney
- iii) Mr. White

f) Dr. Maizels is Argyll’s “Senior Clinician”.

44A. Further, the “Executive Summary” refers to Mr. Alan Osmond (“Mr. Osmond”) as being one of the “Senior Advisors” to Argyll.

44B. Mr. Osmond suffers from Multiple Sclerosis.

45. Further, in July 2005 and while still retained by the Claimant, Prof. Dalglish used a mass spectrometer to identify the “signature” (being the molecular structure) of the active component in the Serum.

45A. On or about the 20th July 2005, Prof. Dalglish told Dr. Maizels that he had identified the said “signature”.

45B. In an e-mail dated the 21st July 2005 and sent to Mr. McClain, Dr. Maizels stated:-

*“I spoke to Angus [Dalglish] last night and he has now found a signature for the active component on a mass spec!! ---- great news.
You need to move quickly if you wish to secure Prof and St. Georges, as long as your [sic] confident about the legal issues with Daval and Shotton”.*

45C. In the event, neither the Claimant, nor Mr. Shotton were consulted in relation to the “legal issues” referred to in the said e-mail of 21st July 2005.

46. On a date not known to the Claimant, Prof. Dalglish provided details of such “signature” to Argyll and/or the other Defendants.

46A. Further, on or about 18 April 2005 , Prof. Dalglish opened the sealed envelope containing the “key” to the double-blind trial conducted at St. George’s Hospital, and removed and has thereafter retained the same for his own use and/or for the use of Argyll and/or the other Defendants without the authority and/or permission of the Claimant.

46B. It is averred that the document containing the information constituting such “key” to the double-blind trial was the property of the Claimant and that in removing it for his own use, Prof. Dalglish wrongfully interfered with the same.

46C. Further, the results of the double-blind trial have not been provided to the Claimant. The Claimant avers that it is to be inferred that such results (and/or the information contained therein) has been taken by Prof. Dalgleish so as to be considered and used together with the said “key” by Argyll and/or the other Defendants.

46D. It is averred that the document containing the results of the double-blind trial is the property of the Claimant and that in retaining the same and/or using it for his own use, Prof. Dalgleish wrongfully interfered with the same.

46E. As a consequence of the removal of the “key” and/or the trial results the double-blind trials have been of no use to the Claimant but the results of the same are capable of being interpreted and utilised by Prof. Dalgleish and/or Argyll and/or the other Defendants.

46F. Further, Prof. Dalgleish has possession of: (a) data and information that was contained on approximately 8 computer disks belonging to the Claimant and relating to people suffering from AIDS in Mexico who were treated with Aimspro (such disks having been provided by Mr. Paul Cater, on behalf of the Claimant, to Prof. Dalgleish’s assistant (Martin Cadogan) at about the end of 2004 or early 2005), and (b) 2 lever arch files of documents belonging to the Claimant and relating to trials of Aimspro in Mexico that were provided to him by Mr. Shotton (on behalf of the Claimant).

46G. Prof. Dalgleish has retained the data and information that was contained on the said computer disks and/or lever arch files of documents without the authority and/or consent of the Claimant and has wrongfully interfered with the same.

47. Mr. Haines has informed Mr. McClain that he wishes to cause damage to the Claimant and

that he wants to “take Shotton down” (Mr. David Shotton being the Chairman of the Claimant). Mr. Haines introduced Mr. McClain to Dr. Maizels. ~~who in turn~~ Dr. Maizels then introduced Prof. Dalglish and Dr. Heaney to Mr. McClain.

47A. On the 18th July 2005, Dr. Maizels sent an e-mail to Mr. McClain and a Mr. Steve Martin. In the said e-mail, Dr. Maizels set out “the facts” as understood by him and set out his proposals for the future. In the e-mail Dr. Maizels stated (amongst other things) :-

“The facts as I understand them

1. *For the past 5 yrs approx, Daval International has been involved in the Research and Development of “AIMSPRO”, utilising Prof. Dalglish, St. George’s Medical School, myself (Dr. Maizels) and of recent times Dr. B Youl (Consultant in Clinical Neurophysiology).*
2. *The product serum is produced by Stan White in the USA*
.....
8. *Pro. Dalglish et al have isolated the active component of the product and have a suitable assay method in place.*
.....
12. *The contract between St. Georges, Prof. Dalglish and Daval runs out in mid August and will not be renewed.*
13. *If properly funded “we” could have a full product license for MS and other neurological disorders within 3-5 yrs or sooner. (INCOME STREAM ++)*
.....
17. *Daval are pushing for a “Specials License”, which is expected to be in place end of ’05, or beginning of ’06.*
18. *This must not be allowed to happen, since Daval’s position would be enhanced in both fund raising capability and kudos.*
19. *Daval does not have the finances to fend off a legal attack.*
20. *I would like to know what role if any do you have in mind for Tony Haines?*
.....

47B. It is averred that in the said e-mail:-

- i) the reference to Prof. Dalglish having “isolated the active component of the product” (para 8) is a reference to Prof. Dalglish having identified the “signature” of the active component in the Serum;
- ii) the “full product license” (para 13) is a reference to a licence for the production and/or marketing of a medicinal product by the Medicines and Healthcare Products

Regulatory Agency of the Department of Health (“MHRA”):

iii) “Specials Licence” (para 17) is a reference to a licence granted by the MHRA permitting the manufacturing of an otherwise unlicensed medicine that can then be supplied in accordance with Schedule 1 of the Medicines for Human Use (Marketing Authorisations Etc) Regulations 1994 (SI 1994/3144).

47C. Dr. Maizel’s said e-mail of the 18th July 2005 continued as follows under the heading

“From the “USA” point of view as I see it”:-

1. *A legal challenge must be mounted against Daval, associated companies and Directors*
-
2. *Since the intellectual property and patents are in Aimsco Ltd, that company must be “frozen”.*
-
6. *It might also be prudent to indemnify the un-blinding of the trial that was halted (Atkinson Morley), since I think the data could prove to be useful.*
7. *To secure the data, experience and knowledge of Prof. Dalgleish et all, and Dr. Maizels*
8. *Stan White will come onboard when Daval is “deceased”*
9. *Contracts need to be drawn up for Dr. Maizels and Prof. Dalgleish.*
10. *Dr. Maizels can be available ASAP, unlike Prof (mid August) due to existing contract.*
11. *Salaries for Dr. Maizels and Prof Dalgleish to be £100K/annum each with 6 mnthly [sic] reviews by agreement.*
12. *If possible “offshore” accounts to be put in place.*
13. *As a goodwill gesture 6 mnths salary up front*
-
16. *Financial exposure of UK project, if done properly over 2 yrs is likely to be £20m.”*

47D. It is averred that in these passages of the said e-mail:-

- i) the reference to “the trial that was halted (Atkinson Morley)” (para 6) is a reference to the “double-blind” trials referred to above
- ii) the “data, experience and knowledge of Prof. Dalgleish et all [sic] and Dr. Maisels” (para 7) Prof. Dalgleish having “isolated the active component of the product”

(para 8) is a reference to information, all of which was confidential and belonged to the Claimant.

48. On or about the 22nd July 2005 Prof. Dalglish sent the following message to Dr. Maizels, setting out his proposals for the future manufacturing of Serum and Aimspro other than by, or for, the Claimant:-

“1. Production. Depends if contracted out or done in house. If latter, will need to buy farm, herd, staff etc, which will be needed if near certification – i.e. will need 2 sites minimum – in case one goes down. Who is doing this in the US at present beside [Mr. White]?”

Preference for [Mr. White] group who could produce raw products for 2-3 big trials for 500,000 approx.

2. Purification and bottling can be contracted out – have done all the diligence already, could be done for £1m-£2m.

Research staff to oversee quality of product and check batch to batch variation both at goat site or research lab, 3 at goat site and 6 basic research level, approx £900,000 including all overheads. If not done at Uni, site will require over £2m of mass spec in related kit plus lab ad rent and housing costs

3. Quality control/GMP CRO to set up trial.

Over 3 years to set up 2-3 trials will be in region of £1m-£2m

Trial costs including patent costs will be around £10m plus per trial – very high but industry standard for registration studies [sic]

It will be much easier to take over current project and provide the tuned product for HIV as well

As mentioned, Daval do not own the new patents but rather a company called ice [sic], so if they go under ice [sic] can hold them elsewhere, this needs to be considered.”

48A. The reference to the production of “raw products” in paragraph 1 of Prof. Dalglish’s said message was to the Serum produced by Mr. White (pursuant to his directorship of, and retainer by, the Claimant) and derived from blood drawn from the Goats.

48B. The Claimant avers that Mr. White would only have been able to produce such “raw

products” in accordance with the proposal of Prof. Dalglish by misusing confidential information belonging to the Claimant and/or by wrongfully interfering with the Serum and/or other products derived from the blood of the Goats.

48C. The reference in Prof. Dalglish’s message to “ice” is a reference to “ICE Biologies Limited (“ICE”).

48D. In so far as may be material, the involvement of ICE, is as follows:-

- i) As referred to in paragraph 3 above, the process for the creation of the Serum was invented by Dr. Davis;
- ii) In 2000 Dr Davis applied for patents both in the UK and the USA in respect of his said invention;
- iii) By a deed dated the 30th November 2000, Dr. Davies assigned the said patent applications (together with all his rights and interests in respect of them) to ICE;
- iv) By a written agreement dated the 17th October 2002 ICE granted a licence to the Claimant for the importation, development, manufacturing, use and sale of all products more particularly referred to therein;
- v) By a deed dated 14th June 2003, ICE assigned to Aimsco Limited (“Aimsco”) all its rights, title and interest in the patent application more particularly referred to in Schedule 1 to such deed;
- vi) By a written agreement dated the 27th October 2003 Aimsco granted a licence to the Claimant for the importation, development, manufacturing, use and sale of all products more particularly referred to therein (including the Serum and/or Aimspro).

48E. The Claimant avers that any rights that it has by reason of the deeds and/or agreements.

referred to in paragraph 48D above are in addition to the rights to which it is entitled (including the protection by the Claimant of its confidential information) by reason of the duties and obligations owed to the Claimant by each of the Defendants (other than Argyll) as more particularly referred to above and are not in substitution therefor.

48F. Further, on internet web sites operated and/or supported by Mr. Osmond (namely www.osmondms.com and www.osmond.com) Mr. Osmond has stated that:-

- a) his multiple sclerosis has been treated in Mexico with “a new product known as SF1019” that is not “a chemically based drug”;
- b) he is working “In close association” with “a group from California”; and
- c) SF1019 can be obtained from clinics in Mexico and the Bahamas.

48G. The Claimant avers that the product referred to by Mr. Osmond as “SF1019” is in fact Aimspro derived from Serum drawn from the Goats and being either:-

- i) manufactured from stock of Serum retained by Mr. White to the order of the Claimant; or
- ii) manufactured from newly drawn Serum belonging to the Claimant that has wrongfully been produced and retained by Mr. White; or
- iii) taken from stocks of Aimspro belonging to the Claimant provided to Dr. Maizels for the purpose of being administered to informed patients pursuant to his retainer by the Claimant.

48H. The Claimant avers that, in so using the Goats and/or the Serum to produce “SF1019” and administer the same to Mr. Osmond and or others either in Mexico and the Bahamas (and/or elsewhere) without the authority and/or permission of the Claimant, Mr. White (either on his

own or together with all, or some, of the other Defendants and/or others) has wrongfully interfered with the Goats and/or all batches of Serum drawn therefrom that have not been provided to the Claimant.

48I. Prior to disclosure and/or the provision of further information, the precise circumstances and details of when and how the Serum was drawn from the Goats and how it came to be utilised for administration to Mr. Osmond and/or others are not known to the Claimant.

49. On or about the 9th August 2005, Prof. Dalglish spoke to Dr. Deirdre McIntosh, an employee of the Claimant, and informed her that he was “in contact” with Mr. White who had “switched sides”. Prof Dalglish also informed Dr. McIntosh that he had “an investor” with funds of £20 million.

49A. The Claimant believes that the “investor” referred to by Prof. Dalglish was Mr. McClain and/or a person or persons associated with him.

49B. Mr. McClain did not in fact have £20 million, or any other sufficient sum of money, to invest in Prof. Dalglish’s and/or Argyll’s project, and there were no other people associated with Mr. McClain who had such funds available to them.

49C. It is averred that Prof. Dalglish is, or has been, in possession of information and/or documents and material containing information, that is confidential to the Claimant (“the Dalglish Confidential Information”).

49D. At present, the best particulars that the Claimant can provide so as to identify the Dalglish Confidential Information is set out in Schedule A served herewith.

49E. It is averred that Dr. Maizels is, or has been, in possession of information and/or documents and material containing information, that is confidential to the Claimant (“the Maizels Confidential Information”).

49F. At present, the best particulars that the Claimant can provide so as to identify the Maizels Confidential Information is set out in Schedule B served herewith.

49G. It is averred that Dr. Heeney is, or has been, in possession of information and/or documents and material containing information, that is confidential to the Claimant (“the Heeney Confidential Information”).

49H. At present, the best particulars that the Claimant can provide so as to identify the Heeney Confidential Information is set out in Schedule C served herewith.

49I. It is averred that Mr. White is, or has been, in possession of information and/or documents and material containing information, that is confidential to the Claimant (“the White Confidential Information”).

49J. At present, the best particulars that the Claimant can provide so as to identify the White Confidential Information is set out in Schedule D served herewith.

~~49. In so far as is not set out above, the Claimant relies upon the facts and matters set out in a letter dated 10th March 2006 and sent by its solicitors (Matthew Arnold & Baldwin) to each of Prof. Dalglish, Mr. Haines, Dr. Maizels, Dr. Heaney, Mr. McClain and Mr. White.~~

50. The Claimant asserts, and will invite the Court to infer, that in all the circumstances (and in particular those matters set out in paragraphs 41 to ~~46~~ 49 J above) the activities of Argyll and/or the other Defendants in respect of the Goats and/or the Serum and/or medicines derived therefrom have been conducted using confidential material (including the Dalgleish Confidential Information and/or the Maizels Confidential Information and/or the Heeney Confidential Information and/or the White Confidential Information) belonging to the Claimant and/or material passed onto Argyll and/or between some or all of the other Defendants in breach of:-

- i) Prof. Dalgleish's obligations under the Dalgleish Agreement; and/or
- ii) Mr. Haines' obligations under the Haines Agreement; and/or
- ~~iii)~~ iii) Dr. Heeney's obligations under the Heeney Agreement; and/or
- ~~iv)~~ iv) Mr. McClain's obligations under the McClain Agreement; and/or
- v) the terms of the retainer of Prof. Dalgleish and/or Dr. Maizels, and/or Mr. White by the Claimant; and/or
- vi) the fiduciary duties owed to the Claimant by Mr. Haines and/or Dr. Maizels and/or Dr. Heeney and/or Mr. White; and/or
- ~~vii)~~ vii) the duty of confidence owed by Prof. Dalgleish and/or Mr. Haines and/or Dr. Maizels and/or Dr. Heeney and/or Mr. McClain and/or Mr. White to keep confidential the trade secrets of the Claimant concerning information relating to the Serum and/or Aimspro.

51. The Claimant avers that the Defendants have combined together to wrongfully interfere with property belonging to the Claimant and/or to wrongfully disclose and utilise confidential information belonging to the Claimant in order to advance the interests of Argyll and/or Argyll's work and research in respect of the Serum and/or Aimspro and/or the interests of

all or some of the Defendants. Such disclosure and use of the confidential information by the 1st to 6th Defendants was in breach of contract and/or in breach of the duty of confidence owed by each of them.

52. Accordingly, the Claimant avers that such combination constitutes a conspiracy by all of the Defendants to do an unlawful act or alternatively, a conspiracy to do a lawful act by unlawful means.

53. Further, or alternatively, in combining together to advance their own interests and/or the interests of Argyll and/or AG, the Defendants have conspired to injure the Claimant and its interests.

53A. The Defendant avers that the facts and matters pleaded in paragraphs 44 to 49 J above represent overt acts of the said conspiracy.

54. By reason of the Defendants' said breaches of contract and/or breach of duty of confidence and/or conspiracy and/or wrongful interference with the Claimant's property the Claimant has suffered loss and damage.

55. Further, the Defendants are liable to account to the Claimant for all profits and/or remuneration that each has received by reason of the misuse of the Claimant's confidential information relating to the Serum and/or Aimspro.

56. Further, the Claimant is entitled to the delivery up of all documents and records (whether in paper or electronic or other form) that contain the Claimant's confidential information relating to the Serum and/or Aimspro.

57. Further, the Claimant avers that it is entitled to an order for the delivery up and destruction of any documents and records (whether in paper or electronic or other form) of the Defendants containing data, research, reports or other information that has been derived or developed from the misuse of the Claimant's confidential information.

58. Further the Claimant avers that it is entitled to an order for the delivery up of:-

i) the Goats;

ii) all stocks of Serum derived from the Goats;

iii) all stocks of any medicines and/or other product manufactured from Serum derived from the Goats and/or manufactured through the misuse of the Claimant's confidential information

in so far as these animals, stocks, medicines and products are in the possession of any of the Defendants and/or under their control.

59. Further, by reason of the aforesaid wrongful interference with the Goats and/or Serum derived therefrom, the Claimant has suffered loss and damage.

60. Alternatively, the Claimant is entitled to an account of all profits derived from all or any of the Defendants by reason of the use and/or sale of Serum derived from the Goats.

61. Further, in breach of the said duties owed by reason of his former retainer by and/or directorship of the Claimant:-

(i) not to make a secret profit from his use of Aimspro; and

(ii) to account to the Claimant for any monies received by him from the informed

patients to whom he administered the drug during the period of such retainer and/or directorship, over and above the fees per consultation agreed between him and the Claimant

Dr. Maizels charged some patients £85 per consultation without accounting to the Claimant for such charges.

62. At a meeting at the offices of the solicitors for the Claimant (then Goodman Derrick) on the 12th May 2004 (and attended by Brian Quick, David Shotton, Richard Gerstein and Dr. Maizels), Dr. Maizels admitted that he had charged £85 per consultation to some patients when advising in respect of the self-injecting of the Claimant's Aimspro that he provided to them . A substantial proportion of the £85 charge is likely to relate to the price being charged by Dr. Maizels to those patients for the Aimspro provided to them. Dr. Maizels agreed to provide the Claimant with full details of all patients who he had seen and/or advised whilst acting on behalf on the Claimant and the amounts that he had charged such patients.

63. However, Dr. Maizels has failed and/or refused to provide such information and remains liable to account to the Claimant for all monies that he has received from patients to whom he has administered or provided Aimspro and/or advised in respect of the same.

58 64. Further, the Claimant claims interest on all sums recovered herein pursuant to section 35A of the Supreme Court Act 1981 at the rate of 8% per annum and/or pursuant to the equitable jurisdiction of the Court (such interest to be compounded).

AND the Claimant claims:-

1. Damages;
2. An Injunction to restrain each of the Defendants from using confidential information belonging to the Claimant relating to the Serum and/or Aimspro and/or any other material derived from the misuse of such confidential information;
3. An Order for the delivery up, by each of the Defendants, of all documents and records (whether in paper or electronic or together form) containing the Claimant's confidential information relating to the Serum and/or Aimspro;
4. An Order for the delivery up and destruction of any documents and records (whether in paper or electronic or other form) containing data and/or research and/or reports or other information that has been derived or developed from the misuse of the Claimant's confidential information;
5. An account of all profits and/or remuneration received by each of the Defendants by reason of, or arising from, the misuse of the Claimant's confidential information;
6. An Order for the delivery up of:-
 - i) the Goats;
 - ii) all Serum derived from the Goats in the possession of the Defendants or within their control;
 - iii) any product manufactured from Serum derived from the Goats
7. An account of all profits derived from the use and/or sale of Serum derived from the Goats and/or any product manufactured from such Serum.

8. Against the 3rd Defendant (Dr. Maizels) an account of all monies that he has received from patients to whom he has administered or provided Aimspro

6 9. Interest on all sums recovered herein pursuant to the said section 35A of the Supreme Court Act 1981 and/or pursuant to the equitable jurisdiction of the Court (such interest to be compounded) at the rate of 8% per annum or at such other rate and for such period as this Honourable Court deems to be appropriate;

7 10. Further or other relief;

8 11. Costs.

N. D. P. Mendoza

Romie Tager QC

N. D. P. Mendoza

Dated this 11th day of July 2006 and served by Matthew Arnold & Baldwin of 21 Station Road, Watford, Herts WD17 1HT (ref: RDG), Solicitors for the Claimant.

Re-dated this day of November 2006 and re-served by Matthew Arnold & Baldwin of 21 Station Road, Watford, Herts WD17 1HT (ref: RDG), Solicitors for the Claimant

Statement of Truth

I believe that the facts stated in these Amended Particulars of Claim are true.

I am authorised to sign this Statement of Truth on behalf of the Claimant

.....

David Shotton

Chairman

SCHEDULE A

(The Dalglish Confidential Information)

1. The “signature” of the key active molecular component in the Serum and any note or record of such signature.
2. The “key” to the double-blind trial, and any note or record or the same, identifying which patients were injected with Aimspro and which patients were injected with a placebo during the trials of Aimspro, together with the results and/or any note or record of the results of the double-blind trial carried out at the Atkinson- Morley wing of St. George’s Hospital.
3. All information and data (and any note of the same) printed from Computer disks provided to Prof. Dalglish relating to people suffering from AIDS in Mexico who were treated with Aimspro.
4. The 2 lever arch files of documents provided to Prof. Dalglish by Mr. Shotton relating to trials of Aimspro in Mexico.
5. Information provided at and/or set out in minutes of “Science Committee Meetings” held at The Tower Hotel, St. George’s Hospital Medical School, The English Speaking Union, the RAC Club or elsewhere on various dates including :-

26th June 2002

22nd July 2002

12th November 2002

16th December 2002

22nd January 2003

10th April 2003

15th January 2004

10th March 2004

24th March 2004

25th March 2004

15th April 2004

21st June 2004

19th August 2004

26th August 2004

28th August 2004

23rd September 2004

6. Scientific reports written by Martin Cadogan
7. Drafts of PhD Thesis written by Martin Cadogan
8. An unpublished Paper entitled “Aimspro, a novel treatment for Multiple Sclerosis and polyneuropathies”.
9. Information provided by Dr. McIntosh in response to questions asked by Prof. Dagleish relating to treatment using a combination of Aimspro and Naltraxone.
10. A draft of a PhD proposal written by Ms. Ros Hannen (research assistant to Dr. McIntosh and an employee of the Claimant) and relating to Aimspro.
11. Results of blood tests carried out by Dr. Maizels on volunteer patients at St. George’s Hospital
12. Research Reports of St. George’s Medical School (including documents referred to in such Research Reports) relating to the Serum and/or Aimspro dated:-

November 2003

5th December 2003

13th February 2004

27th February 2004

10th March 2004

24th March 2004

15th April 2004

17th May 2004

10th June 2004

13. Information gathered and submitted to relevant Ethics Committees

14. Information discussed at meetings concerning the Claimant's patent applications, including meetings with Marks & Clerk, the Claimant's patent attorneys.
15. Information discussed at, and Minutes of, "Clinical Trial Meeting" on 22nd January 2003
16. Information discussed at, and Minutes of, meeting at St. George's Hospital School on 21st January 2005 concerning clinical trials.
17. Information provided at and/or set out in minutes of a "Scientific Priorities Meeting" held with "MicroPharm" on 9th May 2002.
18. Information provided at and/or set out in minutes of a "Caprivax and Capricorn Joint Meeting" on 9th May 2002.
19. Information provided at and/or set out in minutes of a meeting at the Heathrow Hotel on 18th June 2001 relating to the discovery of the Serum and its development.

SCHEDULE B

(The Maizels Confidential Information)

1. Results of blood tests carried out on volunteer patients at St. George's Hospital
2. Results and records relating to the treatment of informed patients using Aimspro.
3. Dossier produced in or about 2004 and entitled "Aimspro, an effective treatment for visual loss in Multiple Sclerosis".
4. Information discussed at, and Minutes of meetings of the Board of Directors of the Claimant.
5. Information discussed at, and Minutes of, "Science Committee Meetings" and Research Reports as referred to in Schedule A.
6. Information discussed at, and Minutes of, "Clinical Trial Meeting" on 22nd January 2003

SCHEDULE C

(The Heeney Confidential Information)

1. Results of the research and tests on primates using Aimspro conducted at BPRC in the Netherlands.
2. Information discussed at, and Minutes of, “Science Committee Meetings” and Research Reports as referred to in Schedule A.
3. Information provided at and/or set out in minutes of a “Scientific Priorities Meeting” held with “MicroPharm” on 9th May 2002.
4. Information provided at and/or set out in minutes of a “Caprivax and Capricorn Joint Meeting” on 9th May 2002.
5. Information discussed at, and Minutes of, “Clinical Trial Meeting” on 22nd January 2003
6. Information discussed at, and Minutes of meetings of the Board of Directors of the Claimant

SCHEDULE D

(The White Confidential Information)

1. Capralogic Inc “Standard Operating Procedure” document produced on behalf of the Claimant.
2. Document entitled “Daval Negotiation Validation” and dated December 2003
3. Information provided by Mr. David Smith of “MicroPharm” relating to the production of Aimspro from the Serum.
4. “Standard Operating Procedure” document relating to “Cytokine” assays for Mr. White to perform in the USA.
5. Detailed manufacturing schedule for Aimspro (incorporating “product manipulations” derived from studies carried out at St. George’s Hospital).
6. Information provided during the course of meetings with MicroPharm Limited and/or Cobra Bio Manufacturing Plc and/or Nova Laboratories Limited.
7. Content and details of the Claimant’s application for patent GB290274 provided to Mr. White in error by Marks & Clerk, the Claimant’s patent attorneys
8. Information discussed at, and Minutes of, “Science Committee Meetings” and Research Reports as referred to in Schedule A.
9. Information discussed at, and Minutes of, “Clinical Trial Meeting” on 22nd January 2003
10. Information provided at and/or set out in minutes of a “Scientific Priorities Meeting” held with “MicroPharm” on 9th May 2002.
11. Information provided at and/or set out in minutes of a “Caprivax and Capricorn Joint Meeting” on 9th May 2002.
12. Information discussed at, and Minutes of meetings of the Board of Directors of the

Claimant.

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

CLAIM No. HC 06 C02818

BETWEEN:-

DAVAL INTERNATIONAL LIMITED

Claimant

-and-

(1) ANGUS DALGLEISH

(2) ANTHONY HAINES

(3) DAVID MAIZELS

(4) JONATHAN LUKE HEENEY

(5) DOUGLAS A. McCLAIN

(6) STANLEY WHITE

(7) ARGYLL BIOTECHNOLOGIES LLC

Defendants

AMENDED PARTICULARS OF CLAIM

Matthew Arnold & Baldwin
21 Station Road,
Watford,
Herts
WD17 1HT

Ref: RDG