



## CONTACTS

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## **EPICEPT AMENDS EMPLOYMENT AGREEMENT AND COMPLETES SEVERANCE AGREEMENTS WITH EXECUTIVE OFFICERS**

**TARRYTOWN, N.Y. (July 28, 2010)** – EpiCept Corporation (Nasdaq and Nasdaq OMX Stockholm Exchange: EPCT) announced that it has entered into an Amended and Restated Employment Agreement with Robert W. Cook, EpiCept’s Chief Financial Officer, and completed severance agreements with each of Stephane Allard, M.D., EpiCept’s Chief Medical Officer, and Dileep Bhagwat, Ph.D., and Bernard R. Tyrrell, each a Senior Vice President of EpiCept. The terms of the severance agreements are identical and are also a part of Mr. Cook’s Amended and Restated Employment Agreement. Relevant terms of each of the agreements are noted below.

Each Agreement expires on December 31, 2011; provided, however, that the term of the Agreement shall thereafter be automatically extended for unlimited additional one-year periods unless, at least three months prior to the then-scheduled date of expiration, either EpiCept or the executive gives notice that it/he is electing not to so extend the term of the Agreement. Upon the occurrence of a change in control, the term shall automatically be extended for one additional year from the date of the change in control.

The executive would be entitled to the compensation described below in the event of termination of his employment under the Agreement:

On any termination of the executive’s employment, he shall be entitled to:

- base salary through the termination date;
- the balance of any annual, long-term, or other incentive award earned in respect to any period ending on or prior to the termination date, or payable (but not yet paid) on or prior to the termination date;

- a lump-sum payment in respect of accrued but unused vacation days at his base salary rate in effect as of the termination date; provided that no payment shall be made in respect of more than forty (40) accrued but unused vacation days;
- other or additional benefits in accordance with the terms of the applicable plans, programs and arrangements of the company; and
- payment, promptly when due, of all amounts due in connection with the termination.

*Termination Without Cause.* If the executive is terminated without cause, he is entitled to receive payments equal to:

- a lump-sum payment equal to three quarters (0.75) times his base salary provided, however, that in the case of a termination resulting from the expiration of the Agreement pursuant to a notice of non-extension from EpiCept, the amount shall equal one half (0.5) times his base salary;
- continued participation, for nine months immediately following the termination date, in all employee welfare benefit plans, programs and arrangements, on terms and conditions that are no less favorable to him than those applied immediately prior to the termination date, and with COBRA benefits commencing thereafter; provided, however, that in the case of a termination due to expiration of the term pursuant to notice of non-extension from the company, the continuation period shall be six months rather than nine months.

*Termination in Connection With a Change in Control.* If the executive is terminated within six months prior to, or within one year and a day following, a change in control, he is entitled to:

- a lump sum payment equal to the sum of (x) his base salary and (y) the greater of (I) his target for the year in which the termination occurs and (II) the annual incentive award awarded to him for the most recently completed calendar year;
- have each outstanding stock option (including both time-vesting and performance-vesting awards) become fully vested and exercisable as of the termination date and remain exercisable through the first anniversary of the termination date, but in no event beyond its maximum stated term;
- have each other equity-based award (including both time-vesting and performance-vesting awards) become fully vested, and non-forfeitable, as of the termination date; and
- continued participation, for 12 months immediately following the termination date, in all employee welfare benefit plans, programs and arrangements, in which he was participating immediately prior to the Termination Date, on terms and conditions that are no less favorable to him than those applied immediately prior to the termination date, and with COBRA benefits commencing thereafter.

In addition to the inclusion of the above terms, Mr. Cook's Amended and Restated Employment Agreement provides for an annual base salary of \$278,512, his annual salary prior to the completion of the Agreement, which shall be reviewed no less frequently than annually for increase in the discretion of the Board of Directors or its compensation committee. Mr. Cook shall also be eligible for an annual incentive award, with a target incentive opportunity equal to 30% of his base salary.

## **About EpiCept Corporation**

EpiCept is focused on the development and commercialization of pharmaceutical products for the treatment of cancer and pain. The Company's lead product is Ceplene<sup>®</sup>, which has been granted full marketing authorization by the European Commission for the remission maintenance and prevention of relapse in adult patients with Acute Myeloid Leukemia (AML) in first remission. The Company has two oncology drug candidates currently in clinical development that were discovered using in-house technology and have been shown to act as vascular disruption agents in a variety of solid tumors. The Company's pain portfolio includes EpiCept<sup>™</sup> NP-1, a prescription topical analgesic cream in late-stage clinical development designed to provide effective long-term relief of pain associated with peripheral neuropathies.

## **Forward-Looking Statements**

This news release and any oral statements made with respect to the information contained in this news release contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements include statements which express plans, anticipation, intent, contingency, goals, targets, future development and are otherwise not statements of historical fact. These statements are based on our current expectations and are subject to risks and uncertainties that could cause actual results or developments to be materially different from historical results or from any future results expressed or implied by such forward-looking statements. Factors that may cause actual results or developments to differ materially include: the risk that Ceplene<sup>®</sup> will not receive regulatory approval or marketing authorization in the United States or Canada, the risk that Ceplene<sup>®</sup> will not achieve significant commercial success, the risk that any required post-approval clinical study for Ceplene<sup>®</sup> will not be successful, the risk that we will not be able to maintain our final regulatory approval or marketing authorization for Ceplene<sup>®</sup>, the risks associated with the adequacy of our existing cash resources and our ability to continue as a going concern, the risks associated with our ability to continue to meet our obligations under our existing debt agreements, the risk that Azixa<sup>™</sup> will not receive regulatory approval or achieve significant commercial success, the risk that we will not receive any significant payments under our agreement with Myriad, the risk that the development of our other apoptosis product candidates will not be successful, the risk that clinical trials for EpiCept<sup>™</sup> NP-1 or crolibulin<sup>™</sup> will not be successful, the risk that EpiCept<sup>™</sup> NP-1 or crolibulin<sup>™</sup> will not receive regulatory approval or achieve significant commercial success, the risk that we will not be able to find a partner to help conduct the Phase III trials for EpiCept<sup>™</sup> NP-1 on attractive terms, a timely basis or at all, the risk that our other product candidates that appeared promising in early research and clinical trials do not demonstrate safety and/or efficacy in larger-scale or later stage clinical trials, the risk that we will not obtain approval to market any of our product candidates, the risks associated with dependence upon key personnel, the risks associated with reliance on collaborative partners and others for further clinical trials, development, manufacturing and commercialization of our product candidates; the cost, delays and uncertainties associated with our scientific research, product development, clinical trials and regulatory approval process; our history of operating losses since our inception; the highly competitive nature of our business; risks associated with litigation; and risks associated with our ability to protect our intellectual property. These factors and other material risks are more fully discussed in our periodic reports, including our reports on Forms 8-K, 10-Q and 10-K and other filings with the U.S. Securities and Exchange Commission. You are urged to carefully review and consider the disclosures found in our filings which are available at [www.sec.gov](http://www.sec.gov) or at [www.epicept.com](http://www.epicept.com). You are cautioned not to place undue reliance on any forward-looking

statements, any of which could turn out to be wrong due to inaccurate assumptions, unknown risks or uncertainties or other risk factors.

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*\*Azixa is a registered trademark of Myrexis, Inc.*