AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON MARCH 30, 1998
REGISTRATION NO. 333-46321

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 1
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PROFESSIONAL DETAILING, INC.
(Exact name of Registrant as specified in its charter)

<TABLE>

<S>	<C>	<C>
DELAWARE	7389	22-3562897
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

599 MacArthur Boulevard
Mahwah, New Jersey 07430-2326
(201) 818-8450
(201) 818-8445 Facsimile

</TABLE>

(Address, including zip code, and telephone number, including area code, of Registrant's executive offices)

CHARLES T. SALDARINI
PRESIDENT AND CHIEF EXECUTIVE OFFICER
PROFESSIONAL DETAILING, INC.
599 MACARTHUR BOULEVARD
MAHWAH, NEW JERSEY 07430-2326
(201) 818-8450
(201) 818-8445 FACSIMILE
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

<TABLE>

<S>	<C>
KENNETH S. ROSE, ESQ.	KEITH F. HIGGINS, ESQ.
JOEL J. GOLDSCHMIDT, ESQ.	ROPES & GRAY
MORSE, ZELNICK, ROSE & LANDER LLP	ONE INTERNATIONAL PLACE
450 PARK AVENUE	BOSTON, MASSACHUSETTS 02110
NEW YORK, NEW YORK 10022	(617) 951-7000
(212) 838-5030	(617) 951-7050 FACSIMILE
(212) 838-9190 FACSIMILE	

</TABLE>

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: AS SOON AS PRACTICABLE AFTER THIS REGISTRATION STATEMENT BECOMES EFFECTIVE.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the 'Securities Act'), check the following box. / /

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. / /

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

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PROSPECTUS (SUBJECT TO COMPLETION)
ISSUED MARCH 30, 1998

2,800,000 SHARES

Professional Detailing, Inc.
COMMON STOCK

ALL OF THE SHARES OF COMMON STOCK BEING OFFERED HEREBY ARE BEING SOLD BY THE COMPANY. PRIOR TO THE OFFERING, THERE HAS BEEN NO PUBLIC MARKET FOR THE COMMON STOCK OF THE COMPANY. IT IS CURRENTLY ESTIMATED THAT THE INITIAL PUBLIC OFFERING PRICE PER SHARE WILL BE BETWEEN $12.00 AND $14.00. SEE 'UNDERWRITERS' FOR A DISCUSSION OF THE FACTORS TO BE CONSIDERED IN DETERMINING THE INITIAL PUBLIC OFFERING PRICE.

APPLICATION HAS BEEN MADE TO LIST THE COMMON STOCK FOR QUOTATION ON THE NASDAQ NATIONAL MARKET UNDER THE SYMBOL 'PDII.'

THIS OFFERING INVOLVES A HIGH DEGREE OF RISK. SEE 'RISK FACTORS' BEGINNING ON PAGE 7 OF THIS PROSPECTUS.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES

COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

PRICE $ A SHARE

<TABLE>
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	PRICE TO PUBLIC	UNDERWRITING DISCOUNTS AND COMMISSIONS (1)	PROCEEDS TO COMPANY (2)
<S>	<C>	<C>	<C>
Per Share.............................	$	$	$
Total (3).............................	$	$	$

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(1) The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended.

(2) Before deducting expenses payable by the Company estimated at $1,000,000.

(3) The Company has granted to the Underwriters an option, exercisable within 30 days of the date hereof, to purchase up to an aggregate of 420,000 additional Shares at the price to public less underwriting discounts and commissions for the purpose of covering over-allotments, if any. If the Underwriters exercise such option in full, the total price to public, underwriting discounts and commissions and proceeds to Company will be $, $ and $, respectively. See 'Underwriters.'

The Shares are offered, subject to prior sale, when, as and if accepted by the Underwriters named herein and subject to approval of certain legal matters by Ropes & Gray, counsel for the Underwriters. It is expected that delivery of the Shares will be made on or about , 1998 at the office of Morgan Stanley & Co. Incorporated, New York, N.Y., against payment therefor in immediately available funds.

MORGAN STANLEY DEAN WITTER
WILLIAM BLAIR & COMPANY
HAMBRECHT & QUIST

, 1998

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

NO PERSON IS AUTHORIZED IN CONNECTION WITH ANY OFFERING MADE HEREBY TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR BY ANY UNDERWRITER. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITY OTHER THAN THE SHARES OF COMMON STOCK OFFERED HEREBY, NOR DOES IT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES OFFERED HEREBY TO ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION TO SUCH PERSON. NEITHER THE

DELIVERY OF THIS PROSPECTUS NOR ANY OFFER OR SALE MADE HEREBY SHALL UNDER ANY CIRCUMSTANCE IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY DATE SUBSEQUENT TO THE DATE HEREOF.

UNTIL , 1998 (25 DAYS AFTER THE COMMENCEMENT OF THE OFFERING) ALL DEALERS EFFECTING TRANSACTIONS IN THE COMMON STOCK, WHETHER OR NOT PARTICIPATING IN THIS DISTRIBUTION, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS IS IN ADDITION TO THE OBLIGATION OF DEALERS TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

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The Company intends to furnish to its stockholders annual reports containing audited financial statements and an opinion thereon expressed by independent accountants and quarterly reports for the first three quarters of each fiscal year containing interim financial information.

CERTAIN PERSONS PARTICIPATING IN THIS OFFERING MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN, OR OTHERWISE AFFECT THE PRICE OF THE COMMON STOCK. SPECIFICALLY, THE UNDERWRITERS MAY OVERALLOT IN CONNECTION WITH THE OFFERING, AND MAY BID FOR, AND PURCHASE, SHARES OF THE COMMON STOCK IN THE OPEN MARKET. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE 'UNDERWRITERS.'

In this Prospectus, the term the 'Company' or 'PDI' includes Professional Detailing, Inc., a Delaware corporation, and its predecessors. The Company's corporate headquarters are located at 599 MacArthur Boulevard, Mahwah, New Jersey 07430, and its telephone number is (201) 818-8450.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by the more detailed information and the Financial Statements and the notes thereto appearing elsewhere in this Prospectus. Unless otherwise indicated, the information in this Prospectus has been adjusted to reflect a merger (the 'Merger') of Professional Detailing, Inc., a New Jersey corporation, with and into

Professional Detailing, Inc., a Delaware corporation, immediately prior to the effective date of the registration statement of which this Prospectus is a part. Upon completion of the Merger, the shareholders of the New Jersey corporation will own an aggregate of 7,464,562 shares of the Delaware corporation and all outstanding options to purchase shares of the New Jersey corporation will be converted into options to purchase shares of the Delaware corporation. All references herein to industry financial and statistical information are based on trade articles, industry reports and other sources that the Company believes to be reliable, although there can be no assurance to that effect. Unless specified to the contrary or the context clearly implies otherwise, all references herein to the 'Company' or 'PDI' shall be deemed to include Professional Detailing, Inc., a Delaware corporation, and its predecessors. Unless otherwise indicated, the information in this Prospectus assumes no exercise of the Underwriters' over-allotment option.

THE COMPANY

The Company is a leading provider of comprehensive customized sales solutions on an outsourced basis to the United States pharmaceutical industry. The Company believes it has achieved this leadership position based on its 10 years of industry experience and its relationships with many of the pharmaceutical industry's largest companies. Since inception, the Company has designed customized product detailing programs for approximately 25 clients, including Pfizer Inc., Astra Merck Inc., Glaxo Wellcome Inc. and Johnson & Johnson. These programs have been designed to promote more than 70 different products, including such leading prescription medications as Prilosec(Registered), Wellbutrin(Registered) and Cardura(Registered), as well as a number of over-the-counter ('OTC') products such as Bayer(Registered) Aspirin, Pepcid AC(Registered) and Monistat 5(Registered), to hospitals, pharmacies and physicians in approximately 20 different specialties. The Company's primary objective is to enhance its leadership position in the growing contract sales organization ('CSO') industry and to become the premier supplier of comprehensive sales solutions to the pharmaceutical industry and other segments of the healthcare market.

The Company has demonstrated strong internal growth, generated by securing new business from leading pharmaceutical companies and by renewing and expanding programs with existing clients. The Company believes that it is one of the largest CSOs operating in the United States measured both by revenue and number of sales representatives used in programs. Revenue and gross profit grew at compound rates of 87.7% and 58.0%, respectively, between 1994 and 1997. The number of sales representatives (both full-time and part-time) employed by the Company has increased from 130 as of December 31, 1993 to 930 as of December 31, 1997. Over that same period, the Company's mix between part-time and full-time representatives shifted from 100% part-time to 43% part-time. The Company has also experienced a consistently high renewal rate among its clients. For example, for the year ended December 31, 1997, approximately 86% of the Company's revenue was generated from clients that had contributed to its 1996 revenue.

According to PMSI Scott-Levin Inc., a healthcare marketing information company ('Scott-Levin'), United States pharmaceutical companies spent approximately $5.0 billion on product detailing in 1997. The Company estimates that product detailing, on average, represents approximately 60% of a pharmaceutical company's total promotional spending. Product detailing involves a face-to-face meeting between a sales representative and a targeted prescriber, usually a physician identified because of his or her specialty or prescribing patterns. Detailing generally occurs in physician offices and hospitals, although conventions and trade association meetings may also provide an appropriate forum. The sales representative is required to possess a high level of product knowledge, as well as other technical and therapeutic expertise. Product detailing involves a technical review of the product's legally authorized indications and usage, role in disease treatment, mechanism of action, side effects, dosing, drug interactions, cost and availability (i.e., the 'details').

The CSO industry provides outsourced physician detailing programs to pharmaceutical, medical device and diagnostic companies. CSOs have evolved from providing detailing support for OTC products into a full-service industry handling some of the leading prescription pharmaceutical compounds. Since the early 1990s, the United States pharmaceutical industry has increasingly used CSOs to provide the detailing service required to introduce new products, reintroduce older products, supplement existing sales efforts, raise promotional barriers to entry for competitors and demonstrate the incremental sales impact of detailing a particular product. While there is little available data regarding the CSO industry, the Company believes that there are approximately eight CSOs currently operating in the United States. The Company also believes that 17 of the 50 largest pharmaceutical

companies in the United States, measured by 1996 healthcare revenue, currently use CSOs. Finally, the Company estimates that revenues for the CSO industry in the United States increased from approximately $80 million in 1995 to $185 million in 1996 and $325 million in 1997.

The Company is engaged by its clients to design and implement product detailing programs for both prescription and OTC pharmaceutical products. Such programs typically include three phases: design, execution and assessment. In the program design phase, the Company works with the client to understand needs, define objectives, select targets and determine appropriate staffing. Program execution involves recruiting, hiring, training and managing a sales force, which performs detail calls promoting the particular client's pharmaceutical products. Assessment, the last phase of the program, involves measurement of sales force performance and program success relative to the goals and objectives outlined in the program design phase.

The Company believes that because of the benefits of outsourcing, pharmaceutical companies have made a strategic decision to continue to outsource a significant portion of their sales and marketing activities. The Company believes that the trend toward the increased use of CSOs by pharmaceutical companies will continue due to the following industry dynamics: (i) pharmaceutical companies will continue to expand their product portfolios and, as a result, will need to add sales force capacity, (ii) pharmaceutical companies will continue to face margin pressures and will seek to maintain flexibility by converting fixed costs to variable costs, and (iii) the availability of qualified CSOs will provide an incentive to pharmaceutical companies to continue to outsource this function.

The Company believes that it is well positioned to benefit from these growth opportunities. Through its 10 years of providing service to the United States pharmaceutical industry, the Company has demonstrated that it is a high-quality, results-oriented provider of detailing services. The Company maintains a highly qualified sales force as a result of a rigorous recruiting process and training programs that are comparable to those of the pharmaceutical companies. The Company believes that one of its biggest competitive advantages is its ability to provide customized solutions to its clients. Finally, as one of the largest CSOs, the Company has achieved the size and demonstrated the ability to perform large detailing programs and execute multiple programs simultaneously.

In order to leverage its competitive advantages, PDI's growth strategy emphasizes: (i) enhancing its leadership position in the growing CSO market by maintaining its historic focus on high-quality contract sales services and by continuing to build and invest in the Company's core competencies and operations; (ii) expanding both its relationship with existing clients and its selling efforts to capture new clients; (iii) offering additional promotional, marketing and educational services and further developing its existing detailing services; (iv) entering new geographic markets; and (v) investigating and pursuing appropriate acquisitions of detailing or detailing-related companies.

The Company was incorporated under the laws of the state of Delaware on

February 10, 1998. The Company's predecessor was incorporated under the laws of New Jersey on March 10, 1988. The Company's principal executive offices are located at 599 MacArthur Boulevard, Mahwah, New Jersey 07430 and its telephone number is (201) 818-8450.

THE OFFERING

<TABLE>

<S>	<C>
Common Stock to be Offered...	2,800,000 Shares
Common Stock to be Outstanding after the Offering..................	10,264,562 Shares (1)
Use of Proceeds..	Working capital for business expansion purposes, investment in infrastructure and other general corporate purposes, including potential acquisitions. See 'Use of Proceeds.'
Proposed Nasdaq National Market Symbol.............................	PDII

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(1) Excludes (i) 67,181 shares of Common Stock issuable upon the exercise of stock options outstanding on December 31, 1997, at a weighted average exercise price of $1.61 per share and (ii) 682,819 additional shares of Common Stock reserved for future grants under the Company's 1998 Stock Option Plan. The Company anticipates that, immediately following completion of this Offering, it will grant options to its employees to purchase between 250,000 and 300,000 shares of Common Stock, exercisable at the initial public offering price. See 'Management -- 1998 Stock Option Plan.'

SUMMARY FINANCIAL DATA

STATEMENT OF OPERATIONS DATA:

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31,					
						PRO FORMA
	1993	1994	1995	1996	1997	1997(1)
						(UNAUDITED)
	(IN THOUSANDS, EXCEPT PER SHARE AND STATISTICAL DATA)					
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Revenue.......................................	$8,226	$8,250	$18,398	$33,015	$54,542	$ 54,542
Program expenses..............................	4,886	5,339	15,427	26,886	43,057	43,057
Gross profit..................................	3,340	2,911	2,971	6,129	11,485	11,485
Compensation expense..........................	1,945	1,673	2,124	3,191	5,121	5,121
Bonus to majority shareholder(2)(3)...........	440	200	425	1,500	2,243	--
Stock grant expense(3)(4).....................	--	--	--	--	4,470	4,470
Other general, selling and administrative expenses....................................	844	826	1,159	1,650	2,755	2,755
Total general, selling and administrative expenses....................................	3,229	2,699	3,708	6,341	14,589	12,346
Operating income (loss)(3)....................	111	212	(737)	(212)	(3,104)	(861)
Other income, net.............................	17	16	70	98	155	155

Income (loss) before provision for (benefit from) income taxes	128	228	(667)	(114)	(2,949)	(706)
Pro forma provision for (benefit from) income taxes(5)	51	91	(121)	--	--	--
Pro forma net income (loss)(5)	$ 77	$ 137	$ (546)	$ (114)	$(2,949)	$ (706)
Pro forma basic and diluted net income (loss) per share(5)(6)	$ 0.01	$ 0.02	$ (0.07)	$ (0.02)	$ (0.40)	$ (0.09)
Pro forma basic and diluted weighted average number of shares outstanding(6)	7,465	7,465	7,465	7,465	7,465	7,465
OTHER OPERATING DATA:						
Number of detail programs	8	9	10	13	15	
Number of clients	6	7	7	8	12	
Average size of detail program	$1,028	$ 917	$ 1,840	$ 2,540	$ 3,636	
Number of sales representatives at end of period:						
Full-time	--	--	--	33	529	
Part-time	130	134	419	691	401	
Total	130	134	419	724	930	

</TABLE>

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(1) Pro forma 1997 data eliminates bonus to majority shareholder. The majority shareholder has agreed to forego any such bonuses in future periods. See footnotes 2 and 3 below.

(2) The Company has been treated as an S Corporation under subchapter S of the Internal Revenue Code of 1986, as amended (the 'Code') since January 1, 1991 and under the corresponding provisions of the tax laws of the State of New Jersey since January 1, 1994. Historically, as an S Corporation, the Company made annual bonus payments to its majority shareholder based on the Company's estimated profitability and working capital requirements. With the exception of the estimated $3.2 million final distribution to be declared immediately prior to the Offering, the Company does not expect to pay bonuses in future periods. See footnote 7 below and 'Dividend Policy.'

(3) Bonus to majority shareholder and stock grant expense are non-recurring charges. Exclusive of these non-recurring charges, the Company's operating income for 1997, 1996, 1995, 1994 and 1993 would have been $3,609,000, $1,288,000, ($312,000), $412,000 and $551,000, respectively.

(4) On January 1, 1997, the Company issued shares of its Common Stock to Charles T. Saldarini, its current President and Chief Executive Officer. As a result, prior to the Offering, Mr. Saldarini owns 15.0% of the Common Stock outstanding. For financial accounting purposes, a non-recurring, non-cash compensation expense was recorded in the first quarter of 1997. See 'Principal Shareholders,' 'Management,' 'Certain Transactions' and note 12 to the Company's Financial Statements.

(5) As an S Corporation, the Company has not been subject to Federal or New Jersey corporate income taxes, other than a New Jersey state corporate income tax of approximately 2%. Upon consummation of this Offering, the

Company will no longer be treated as an S Corporation, and, accordingly, will be subject to Federal and state corporate income taxes. Pro forma provision for (benefit from) income taxes, net income (loss) and basic and diluted net income (loss) per share for all periods presented reflect a provision for or benefit from income taxes as if the Company had been taxed as a C Corporation for all periods.

(6) See note 3 to the Company's Financial Statements for a description of the computation of pro forma basic and diluted net income (loss) per share and basic and diluted weighted average number of shares outstanding.

BALANCE SHEET DATA:

<TABLE>
<CAPTION>

	AS OF DECEMBER 31, 1997		
	ACTUAL	PRO FORMA(7)	PRO FORMA AS ADJUSTED(8)
	(IN THOUSANDS)		
<S>	<C>	<C>	<C>
Cash and cash equivalents..	$ 5,760	$ 5,084	$ 37,936
Working capital..	128	(547)	32,305
Total assets...	13,691	13,016	45,868
Total long-term debt...	--	--	--
Shareholders' equity (deficit).....................................	676	--	32,852

</TABLE>

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(7) Pro forma data reflects the effect of the estimated $3.2 million final distribution to the Company's existing shareholders immediately prior to the consummation of this Offering. Such amount consists of shareholders' equity as of December 31, 1997, approximately $676,000, and the earnings of the Company from January 1, 1998 to the consummation of the Offering. Such earnings are currently estimated to be $2.5 million. See 'Dividend Policy,' 'S Corporation Termination' and 'Management's Discussion and Analysis of Financial Condition and Results of Operations.'

(8) Adjusted to reflect the receipt of the net proceeds from the sale of the shares offered hereby at an assumed initial public offering price of $13.00 per share and the pro forma effect of the estimated $3.2 million final distribution to the Company's existing shareholders immediately prior to the consummation of this Offering. See footnote 7 above, 'Dividend Policy,' 'S Corporation Termination' and 'Management's Discussion and Analysis of Financial Condition and Results of Operations.'

RISK FACTORS

An investment in the shares of Common Stock offered hereby involves a high degree of risk. Prospective investors should consider carefully the following risk factors, in addition to the other information contained in this Prospectus, in evaluating an investment in the shares of Common Stock offered hereby.

DEPENDENCE ON THE PHARMACEUTICAL INDUSTRY

Substantially all of the Company's revenue to date has been generated from providing product detailing services to pharmaceutical companies. Accordingly, the Company's business, financial condition and results of operations are highly dependent on sales and marketing expenditures by pharmaceutical companies for the sale and distribution of pharmaceutical products. The Company has benefited to date from the growing trend of pharmaceutical companies to outsource sales and marketing programs to CSOs. There can be no assurance that this trend in outsourcing will continue. The Company could be materially and adversely affected by unfavorable developments in the pharmaceutical industry generally or any reduction in expenditures for, or future outsourcing of, promotional, marketing and sales activities by pharmaceutical companies or a shift in marketing focus away from product detailing. Promotional, marketing and sales expenditures by pharmaceutical companies have in the past been, and could in the future be, negatively impacted by, among other things, governmental reform or private market initiatives intended to reduce the cost of pharmaceutical products or by governmental, medical association or pharmaceutical industry initiatives designed to regulate the manner in which pharmaceutical companies promote their products. Furthermore, the trend in the pharmaceutical industry toward consolidation, by merger or otherwise, may result in a reduction in the use of CSOs. A significant change in the direction of the outsourcing trend generally, or a trend in the pharmaceutical industry not to use, or to reduce the use of, outsourced marketing services, such as those provided by the Company, would have a material adverse effect on the Company. See 'Business -- The CSO Industry.'

CUSTOMER CONCENTRATION

The Company's revenue and profitability are highly dependent on its relationships with several large pharmaceutical companies. In 1995, the Company's four largest clients accounted for approximately 42%, 17%, 15% and 10%, respectively, or a total of 84%, of its revenue. In 1996, the Company's four largest clients accounted for approximately 30%, 21%, 17% and 16%, respectively, or a total of 84%, of its revenue. In 1997, the Company's four largest clients, Pfizer, Glaxo Wellcome, Astra Merck and Novartis, accounted for approximately 25%, 22%, 19% and 10%, respectively, or a total of 76%, of its revenue. The Company is likely to continue to experience a high degree of concentration of business. Such concentration may become greater as a result of consolidation within the pharmaceutical industry. The loss or significant reduction of business from any significant customer, including as a result of further consolidation in the pharmaceutical industry, could have a material adverse effect on the Company's business and results of operations. See 'Business -- Clients and Contracts.'

LACK OF PROFITABILITY

For the years ended 1995, 1996 and 1997, the Company had net losses of $667,000, $114,000 and $2,949,000, respectively. At December 31, 1997, the Company had negative retained earnings of $3,416,000. While the Company's net losses in 1995 and 1996 were primarily due to expenses incurred in connection with the expansion of the Company's business and bonus payments to its majority shareholder and the Company's negative retained earnings and net loss for 1997 were due to a non-cash, non-recurring compensation expense relating to stock granted to the Company's President and Chief Executive Officer, Charles T. Saldarini, in the first quarter of 1997, the Company must nonetheless continue to replace and/or expand existing programs and obtain new clients in order to achieve sustained profitability. There can be no assurance that the Company will be able to continue to generate increased revenue or achieve profitable operations. See 'Management's Discussion and Analysis of Financial Condition and Results of Operations.'

RISKS ASSOCIATED WITH THE NATURE OF CONTRACTS

The Company's contracts are generally for terms of six months to one year and are subject to renewal upon expiration. In addition, a single contract may account for a significant portion of the Company's total revenue. The Company's contracts may be terminated by the client at any time for any reason. Also, contracts typically contain significant penalties if the Company fails to meet stated performance benchmarks. While the cancellation of certain of the Company's contracts by a client without cause may result in the imposition of penalties on such

client, such penalties may not act as an adequate deterrent to the termination of such contracts. In addition, there can be no assurance that such penalties will offset the lost revenue or the costs incurred by the Company as a result of any such termination. Furthermore, all of the Company's sales representatives are employees rather than independent contractors. Accordingly, upon the termination of a particular contract, unless the Company can immediately transfer the sales force to a new program, it either must continue to compensate those employees, without realizing any related revenue, or terminate their employment. If the Company terminates their employment, it may incur significant expenses relating to such termination, including the cost of recruiting and hiring replacement sales personnel. Finally, substantially all of the Company's contracts are fixed fee arrangements. Accordingly, if the Company underestimates the costs associated with the services to be provided pursuant to a particular contract, or if there are unanticipated increases in the Company's operating or administrative expenses, the margins on a particular contract and the overall profitability of the Company may be adversely affected. The failure to obtain new contracts to replace expiring contracts, the cancellation or delay of an existing contract, the failure to satisfy the minimum performance standards set forth in a contract, the inability of the Company to transfer a sales force to a new program upon the termination of program, or the underestimation of costs

associated with a particular contract could have a material adverse effect on the Company's business and results of operations. See 'Business -- Clients and Contracts.'

VARIABILITY OF QUARTERLY OPERATING RESULTS

The Company's results of operations have been subject to quarterly fluctuations. In the future, quarterly operating results may fluctuate as a result of a number of factors, including the commencement, delay, cancellation or completion of programs; the mix of services provided; the timing of start-up expenses for new services; the accuracy of estimates of resources required for ongoing programs; the timing and integration of acquisitions; changes in regulations related to pharmaceutical companies; and general economic conditions. The Company believes that quarterly comparisons of its financial results are not necessarily meaningful and should not be relied upon as an indication of future performance. In addition, fluctuations in quarterly results could affect the market price of the Common Stock in a manner unrelated to the long term operating performance of the Company. See 'Management's Discussion and Analysis of Financial Condition and Results of Operations -- Quarterly Results.'

MANAGEMENT OF GROWTH

The Company has recently experienced rapid growth in the number of its employees, the size of its programs and the scope of its operations. This growth has placed and will continue to place a strain on operational, human and financial resources. The Company's ability to manage such growth effectively will depend upon its ability to enhance its management team and its ability to attract and retain skilled employees. The Company's success will also depend on the ability of its officers and key employees to continue to implement and improve its operational, management information and financial control systems, and to expand, train and manage its workforce. There can be no assurance that the Company will be able to manage its growth effectively. Failure to manage growth effectively could have a material adverse effect on the Company's business and results of operations. See 'Management's Discussion and Analysis of Financial Condition and Results of Operations' and 'Business.'

POSSIBLE HEALTHCARE REFORM; IMPACT OF MANAGED HEALTHCARE PROGRAMS

Healthcare reform measures have been considered by Congress and other Federal and state bodies during recent years. The intent of the proposals generally has been to reduce healthcare costs and the growth of total healthcare expenditures and expand healthcare coverage for the uninsured. Although comprehensive healthcare reform has been considered, only limited proposals have been enacted. Comprehensive healthcare reform may be considered again and efforts to enact reform bills are likely to continue. Implementation of government healthcare reform may adversely affect promotional and marketing expenditures by pharmaceutical companies, which could decrease the business opportunities available to the Company. The Company is unable to predict the likelihood of such legislation or similar legislation being enacted into law or the effects that any such legislation would have on its business, results of operations and financial condition.

The primary trend in the United States healthcare industry is toward cost containment. In recent years, managed care providers have been able to exercise greater influence through managed treatment and hospitalization patterns, a shift from reimbursement on a cost basis to per capita limits for patient treatment and the use of formularies (lists of preapproved products that a physician may prescribe). The increasing use of

managed care, centralized purchasing decisions, consolidations among and integration of healthcare providers are continuing to affect purchasing and usage patterns in the healthcare system. Decisions regarding the use of pharmaceutical products are increasingly being consolidated into group purchasing organizations, regional integrated delivery systems and similar organizations and are becoming more economically focused, with decision makers taking into account the cost of the product and whether a product reduces the cost of treatment. There can be no assurance the Company will not be adversely affected by cost containment measures. Government or private initiatives to further contain pharmaceutical pricing could have a material adverse effect on the pharmaceutical industry, and thus on the Company. See 'Business -- The CSO Industry.'

GOVERNMENT REGULATION

The healthcare industry is subject to extensive regulation. Various laws, regulations and guidelines promulgated by government, industry and professional bodies affect, among other matters, the provision, licensing, labeling, marketing, promotion, sale and distribution of healthcare services and products, including pharmaceutical products. It is possible that additional laws, regulations and guidelines or changes in current laws, regulations or guidelines may be adopted in the future. The failure of the Company or its clients to comply with such laws, regulations and guidelines, or any change in applicable laws, regulations and guidelines could, among other things, limit or prohibit certain business activities of the Company or its clients, subject the Company or its clients to adverse publicity, increase the cost of regulatory compliance or subject the Company or its clients to monetary fines or other penalties. Such actions could have a material adverse effect on the Company's business, results of operations, and financial condition. See 'Business -- Government and Industry Regulation.'

FRAUD AND ABUSE LAWS

The healthcare industry is subject to various Federal and state laws pertaining to healthcare fraud and abuse including prohibitions on the payment or acceptance of kickbacks or other remuneration in return for the purchase or lease of products which are paid for by Medicare or Medicaid. Sanctions for violating these laws include criminal penalties and civil sanctions, including fines and penalties, and possible exclusion from Medicare, Medicaid and other Federal healthcare programs. Although the Company believes its business arrangements are outside the scope of such Federal and state fraud and abuse laws, there can be no assurance that the Company's practices will not be challenged under these laws in the future or that such a challenge would not have a material adverse effect on the Company's business, financial condition and results of operations. See 'Business -- Government Regulation.'

ABILITY TO ATTRACT AND RETAIN EXPERIENCED SALES REPRESENTATIVES

The success and growth of the Company's business depends upon its ability to attract and retain qualified and experienced sales representatives. There is intense competition for experienced pharmaceutical sales representatives and there can be no assurance the Company will be able to continue to attract and retain such qualified personnel. The Company's inability to attract and retain qualified sales representatives would have a material adverse effect on the Company's business and results of operations. See 'Business -- Program Description.'

COMPETITION; INDUSTRY CONSOLIDATION

The Company primarily competes with in-house sales and marketing departments of pharmaceutical companies, other CSOs and other third party providers to the pharmaceutical industry, many of which possess substantially greater capital, personnel and other resources than the Company. In addition to the in-house sales forces of pharmaceutical companies, the Company's current major competitors include CSOs such as Innovex Limited, a subsidiary of Quintiles Transnational Corp., and the various sales and marketing affiliates of Snyder Communications, Inc. As a result of competitive pressures, various sales and marketing organizations providing services to the pharmaceutical industry are consolidating and are becoming targets of global organizations. This trend is likely to produce increased competition among CSOs for both clients and acquisition candidates and increased competitive pressures on smaller providers. If the trend in the pharmaceutical industry towards consolidation continues, pharmaceutical companies may have excess in-house sales force capacity and may, as a result, reduce or eliminate their use of CSOs. There are relatively few barriers to entry into the CSO industry and there can be no assurance that, as the CSO industry continues to evolve, additional competitors with greater resources than the Company will not enter the industry or that the Company's customers will not choose to conduct more of their sales services internally, with other CSOs or with organizations that can provide a broader range of sales and marketing services. Although the Company intends to monitor industry trends and respond

accordingly, there can be no assurance that the Company will be able to anticipate and successfully respond to such trends. Increased competition may lead to price and other forms of competition that may have a material adverse effect on the Company's business and results of operations. See 'Business -- Competition.'

POTENTIAL LIABILITY

The Company is engaged in the business of detailing pharmaceutical products. Such activities could expose the Company to risk of liability for

personal injury or death to persons using such products, although the Company does not commercially market or sell the products to end-users. While the Company has not been subject to any claims or incurred any liabilities due to such claims, there can be no assurance that substantial claims or liabilities will not arise in the future. The Company seeks to reduce its potential liability through measures such as contractual indemnification provisions with clients (the scope of which may vary from client to client, and the performances of which are not secured) and reliance on insurance maintained by clients. The Company, however, could also be held liable for errors and omissions of its employees in connection with the services it performs that are outside the scope of any indemnity. The Company could be materially and adversely affected if it were required to pay damages or incur defense costs in connection with a claim that is outside the scope of the indemnification agreements; if the indemnity, although applicable, is not performed in accordance with its terms; or if the Company's liability exceeds the amount of applicable insurance or indemnity. The Company currently does not carry product liability insurance and is not insured against the errors and omissions of its employees. See 'Business--Liability and Insurance.'

DEPENDENCE ON KEY PERSONNEL

The Company depends on a number of key executives, including Charles T. Saldarini, its President and Chief Executive Officer, and Steven K. Budd, its Chief Operating Officer. The loss of the services of any of the Company's key executives could have a material adverse effect on the Company's business, financial condition and results of operations. The Company does not maintain 'key man' life insurance policies on any of its executives although it intends to obtain a $5 million policy on the life of Charles T. Saldarini. There can be no assurance that the Company will be able to obtain such insurance on terms acceptable to the Company, if at all. See 'Management.'

CONTROL BY EXISTING SHAREHOLDER

Following completion of this Offering, assuming the Underwriters' over-allotment option is not exercised, John P. Dugan, Chairman of the Board of Directors of the Company, will beneficially own approximately 61.8% (or 59.4% if the over-allotment option is exercised in full) of the Company's outstanding Common Stock (excluding shares issuable upon the exercise of options). As a result, Mr. Dugan will have the ability to determine the election of all of the Company's directors, and to determine the outcome of most corporate actions requiring shareholder approval, including the merger of the Company with or into another company, the sale of all or substantially all of the Company's assets and amendments to the Company's Certificate of Incorporation (the 'Certificate of Incorporation'). In addition, Mr. Dugan will have the power to delay, defer or prevent a change in control of the Company. See 'Principal Shareholders.'

ACQUISITION RISKS

As part of its business strategy, the Company will evaluate new acquisition opportunities. Acquisitions involve numerous risks, including difficulties in

the assimilation of the operations and products or services of the acquired companies, the expenses incurred in connection with the acquisition and subsequent assimilation of operations and products or services, the diversion of management's attention from other business concerns and the potential loss of key employees of the acquired company. Acquisitions of companies outside the United States also may involve the additional risks of assimilating differences in international business practices and overcoming language differences as well as the risks inherent in conducting international business, including exposure to currency fluctuations, difficulties in complying with a variety of foreign laws, unexpected changes in regulatory requirements, difficulties in staffing and managing foreign operations and potentially adverse tax consequences. There can be no assurance that the Company will successfully identify, complete or integrate any future acquisitions, or that acquisitions, if completed, will contribute favorably to the Company's operations and future financial condition. The Company may also face increased competition for acquisition opportunities, which may inhibit the Company's ability to consummate suitable acquisitions on terms favorable to the Company. See 'Use of Proceeds' and 'Business -- Growth Strategy.'

UNSPECIFIED USE OF PROCEEDS

None of the net proceeds that the Company will receive from this Offering have been designated for any specific purpose. As a consequence, the Company's management will have broad discretion with respect to the use of such proceeds. The principal purposes of the Offering are to obtain additional working capital for business expansion purposes, investment in infrastructure, to facilitate the Company's access to public equity markets and to enhance the Company's ability to use its Common Stock as consideration for possible acquisitions and as a means of attracting and retaining key employees. Net proceeds from this Offering will also be available for general corporate purposes, including replenishment of working capital used to make the final distribution to the Company's existing shareholders. A portion of the net proceeds may also be used to acquire or invest in complementary businesses, products or services; however, there are no commitments or agreements with respect to any such transaction at the present time. See 'Use of Proceeds,' 'Dividend Policy' and 'S Corporation Termination.'

NO PRIOR TRADING MARKET; POTENTIAL VOLATILITY OF STOCK PRICE

Prior to the Offering, there has been no public market for the Common Stock, and there can be no assurance that an active trading market for the Common Stock will develop or, if one does develop, that it will be maintained. The initial public offering price, which will be established by negotiations between the Company and representatives of the Underwriters, may not be indicative of prices that will prevail in the trading market for the Common Stock. The market price of the Common Stock could be subject to wide fluctuations in response to variations in operating results from quarter to quarter, changes in earnings estimates by analysts, market conditions in the industry and general economic conditions. Furthermore, the stock market has experienced significant price and volume fluctuations unrelated to the operating performance of particular companies. These market fluctuations may have an

adverse effect on the market price of the Common Stock. See 'Underwriters.'

SHARES ELIGIBLE FOR FUTURE SALE

Sales of substantial amounts of the Common Stock of the Company in the public market, or the prospect of such sales, could have a material adverse effect on the market price of the Common Stock. Immediately following the Offering, the Company will have outstanding 10,264,562 shares of Common Stock (excluding 750,000 shares reserved for issuance under the Company's 1998 Stock Option Plan, of which 67,181 are issuable upon exercise of outstanding options granted to certain executives of the Company and between 250,000 to 300,000 will be issuable upon exercise of options expected to be issued to other employees of the Company immediately following completion of this Offering). The 2,800,000 shares of Common Stock offered hereby (3,220,000 if the Underwriters' over-allotment option is exercised in full) will be eligible for public sale without restriction under the Securities Act of 1933, as amended (the 'Securities Act') by persons other than 'affiliates' (as that term is defined in Rule 144 under the Securities Act) of the Company. All of the remaining 7,464,562 shares of Common Stock outstanding will be 'restricted securities' within the meaning of Rule 144 and may not be resold in the absence of registration under the Securities Act or pursuant to exemptions from such registration including, among others, the exemption provided by Rule 144 under the Securities Act. All of the Company's executive officers and directors, who beneficially own 7,464,562 shares of Common Stock and options to purchase 67,181 shares of Common Stock, have agreed that they will not, without the prior written consent of Morgan Stanley & Co. Incorporated (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for shares of Common Stock or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, for a period of 180 days after the date of this Prospectus. The restrictions described in the preceding sentence do not apply to transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Offering. Taking into consideration the effect of the 180-day 'lock-up' agreements covering all of the restricted shares and options to purchase an additional 67,181 shares held by executive officers, such restricted shares will be eligible for sale upon the expiration of the lock-up agreements, subject to the provisions of Rule 144 or Rule 701 under the Securities Act.

The Company intends to register on Form S-8 under the Securities Act as soon as practicable after the effective date of the Offering, 750,000 shares of Common Stock issued or reserved for issuance under the

Company's 1998 Stock Option Plan. This registration will be effective upon filing. As of December 31, 1997, there were outstanding options for the purchase of 67,181 shares of Common Stock and immediately following completion of this Offering it is anticipated that the Company will grant options to purchase an additional 250,000 to 300,000 shares of Common Stock. Shares registered and issued pursuant to such registration statement will be freely tradable except to the extent that the holders thereof are deemed to be 'affiliates' of the Company, in which case the transferability of such shares will be subject to the volume limitations set forth in Rule 144 under the Securities Act. See 'Management -- 1998 Stock Option Plan,' 'Description of Capital Stock,' 'Shares Eligible for Future Sale' and 'Underwriting.'

IMMEDIATE AND SUBSTANTIAL DILUTION

The purchasers of shares of Common Stock pursuant to the Offering will experience immediate and substantial dilution of the net tangible book value per share of Common Stock from the initial public offering price. Assuming an initial public offering price of $13.00 per share, purchasers in the Offering will incur dilution of $9.81 per share. See 'Dilution.'

NO DIVIDENDS

Except for the estimated $3.2 million final distribution to its shareholders immediately prior to the Offering (consisting of shareholders' equity as of December 31, 1997 and the earnings of the Company from January 1, 1998 to the consummation of the Offering), the Company does not expect to declare or pay any dividends in the foreseeable future. Instead, the Company intends to retain all earnings, if any, in order to expand its operations. The payment of dividends, if any, in the future is within the discretion of the Company's Board of Directors and will depend upon the Company's earnings, if any, its capital requirements and financial condition and other relevant factors. See 'Dividend Policy' and 'S Corporation Termination.'

ANTI-TAKEOVER EFFECTS OF CERTAIN CHARTER, BYLAW AND OTHER PROVISIONS

The Company's Board of Directors is authorized to issue up to 5,000,000 shares of Preferred Stock and to determine the price, rights, preferences and privileges of those shares without any further vote or action by the Company's shareholders. The rights of the holders of Common Stock will be subject to, and may be adversely affected by, the rights of the holders of any shares of Preferred Stock that may be issued in the future. While the Company has no present intention to issue shares of Preferred Stock, such issuance, while providing desirable flexibility in connection with possible acquisitions and other corporate purposes, could have the effect of making it more difficult for a third party to acquire a majority of the outstanding voting stock of the Company. In addition, such Preferred Stock may have other rights, including economic rights senior to the Common Stock, and, as a result, the issuance

thereof could have a material adverse effect on the market value of the Common Stock. The Certificate of Incorporation provides for a classified Board of Directors and members of the Board of Directors may be removed only for cause upon the affirmative vote of holders of at least a majority of the shares of capital stock of the Company entitled to vote. Furthermore, the Company is subject to the anti-takeover provisions of Section 203 of the Delaware General Corporation Law (the 'DGCL'), which prohibits the Company from engaging in a 'business combination' with an 'interested stockholder' for a period of three years after the date of the transaction in which such person first becomes an 'interested stockholder,' unless the business combination is approved in a prescribed manner. The application of these provisions could have the effect of delaying or preventing a change of control of the Company. Certain other provisions of the Certificate of Incorporation could also have the effect of delaying or preventing changes of control or management of the Company, which could adversely affect the market price of the Company's Common Stock. See 'Description of Capital Stock. '

USE OF PROCEEDS

The net proceeds to the Company from the sale of the 2,800,000 shares of Common Stock being offered by the Company hereby are estimated to be approximately $32.9 million (approximately $37.9 million if the Underwriters' over-allotment option is exercised in full), after deducting the underwriting discount and commissions and estimated offering expenses payable by the Company. The principal purposes of the offering of shares by the Company are to obtain additional working capital for business expansion purposes, investment in infrastructure, to facilitate the Company's access to the public equity markets and to enhance the Company's ability to use its Common Stock as consideration for possible acquisitions and as a means of attracting and retaining key employees. Net proceeds from this Offering will also be available for general corporate purposes, including replenishment of working capital used to make the final distribution to the Company's existing shareholders immediately prior to this Offering. A portion of the net proceeds may also be used to acquire or invest in complementary businesses, products or services; however, there are no commitments or agreements with respect to any such transaction at the present time. Pending use of the net proceeds for the above purposes, the Company intends to invest such funds in short-term, interest-bearing, investment-grade obligations. See 'Dividend Policy.'

DIVIDEND POLICY

The Company does not expect to declare or pay any cash or stock dividends on its Common Stock in the foreseeable future and intends to retain future earnings for the expansion of its business. Any future determination to pay cash dividends will be at the discretion of the Company's Board of Directors and will depend upon, among other things, the Company's results of operations, financial condition, contractual restrictions and such other factors deemed relevant by the Board.

Historically, as an S Corporation, the Company has made special bonus compensation payments to its shareholders based on its estimated profitability and working capital requirements. Immediately prior to consummation of this Offering, the Company will declare a final distribution, currently estimated to be $3.2 million, to its existing shareholders. Such distribution consists of shareholders' equity as of December 31, 1997, approximately $676,000, and the earnings of the Company from January 1, 1998 to the consummation of this Offering. Such earnings are currently estimated to be $2.5 million. Investors purchasing Common Stock in this Offering will not receive any portion of such distribution and the Company will not make any additional distributions of this kind in the future. See 'Use of Proceeds' and 'S Corporation Termination.'

S CORPORATION TERMINATION

The Company has been treated as an S Corporation for Federal income tax purposes since January 1, 1991 and for purposes of the tax laws of the State of New Jersey since January 1, 1994. As a result, the income of the Company has been taxed at the shareholder level. Concurrent with the completion of this Offering, the Company's S Corporation election will be terminated and the Company will be subject to Federal and state corporate income taxation as a C Corporation.

CAPITALIZATION

The following table sets forth the capitalization of the Company at December 31, 1997 and as adjusted to reflect (i) the sale by the Company of 2,800,000 shares of Common Stock in the Offering at an assumed initial public offering price of $13.00 per share, after deducting underwriting discounts and commissions and estimated expenses, and application of the estimated net proceeds thereof and (ii) the estimated $3.2 million final distribution to the Company's shareholders immediately prior to the Offering. This table should be read in conjunction with the Company's audited Financial Statements, including the notes thereto, which appear elsewhere in this Prospectus.

<TABLE>
<CAPTION>

	AS OF DECEMBER 31, 1997		
	ACTUAL	PRO FORMA(1)	PRO FORMA AS ADJUSTED(2)
	(IN THOUSANDS)		
<S>	<C>	<C>	<C>
Long-term obligations, less current portion	$ --	$ --	$--
Shareholders' equity:			
Preferred shares, $.01 par value, 5,000,000 shares authorized; no shares issued and outstanding	$ --	$ --	$--
Common shares, $.01 par value, 30,000,000 shares authorized; 7,464,562 issued and outstanding actual and pro forma; 10,264,562 issued and outstanding, as adjusted(3)	--	--	103
Additional paid-in capital	4,194	4,194	36,943
Retained earnings	(3,416)	(4,092)	(4,092)
Deferred Compensation(4)	(102)	(102)	(102)
Total shareholders' equity	676	--	32,852
Total capitalization	$ 676	$ --	$ 32,852

</TABLE>

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(1) Pro forma data reflects the effect of the estimated $3.2 million final distribution to the Company's existing shareholders immediately prior to consummation of this Offering. Such amount consists of shareholders' equity as of December 31, 1997, approximately $676,000, and the earnings of the Company from January 1, 1998 to the consummation of this Offering. Such earnings are currently estimated to be $2.5 million. See 'Dividend Policy,' 'S Corporation Termination' and 'Management's Discussion and Analysis of Financial Condition and Results of Operations.'

(2) Pro forma, as adjusted reflects the effect of (i) the estimated $3.2 final distribution to the Company's existing shareholders immediately prior to this Offering and (ii) the receipt of the net proceeds from the sale of the shares offered hereby at an assumed initial public offering price of $13.00 per share. See footnote 1 above, 'Dividend Policy,' 'S Corporation Termination' and 'Management's Discussion and Analysis of Financial Condition and Results of Operations.'

(3) Excludes (i) 67,181 shares of Common Stock issuable upon exercise of stock options outstanding on December 31, 1997 at a weighted average exercise price of $1.61 per share and (ii) 682,819 additional shares of Common Stock reserved for future grants under the Company's 1998 Stock Option Plan. The Company anticipates that, immediately following consummation of the Offering, it will grant options to its employees to purchase between 250,000 and 300,000 shares of Common Stock exercisable at the initial public offering price. See 'Management -- 1998 Stock Option Plan.'

(4) Represents the difference between the exercise price of certain outstanding unvested options and the appraised market value of the underlying stock at the date of grant, which will be recorded as compensation charges, as such

options vest through the earlier of June 30, 2000 and two years from the consummation of the Offering.

DILUTION

The net tangible book value of the Company's Common Stock as of December 31, 1997 was approximately $.10 per share. Net tangible book value per share is equal to the Company's total assets less its total liabilities, divided by the shares of Common Stock outstanding as of December 31, 1997 assuming the exercise of options outstanding on such date. After giving pro forma effect to the estimated $3.2 million final distribution to the Company's existing shareholders immediately prior to the Offering and the sale by the Company of 2,800,000 shares of Common Stock in the Offering at an assumed the initial public offering price of $13.00 per share (after deducting underwriting discounts and commissions and estimated offering expenses payable by the Company), the pro forma, as adjusted net tangible book value of the Company at December 31, 1997 would have been approximately $33.0 million, or $3.19 per share. This represents an immediate increase in net tangible book value of $3.18 per share to existing shareholders of the Company and an immediate dilution of $9.81 per share to new investors purchasing shares in this Offering.

The following table illustrates such per share dilution:

Assumed initial public offering price per share...		$ 13.00
Net tangible book value per share before the Offering............................	$0.10	
Decrease attributable to final distribution(1)...................................	(0.09)	
Increase in net tangible book value per share attributable to new investors.......	3.18	
Pro forma, as adjusted net tangible book value per share after the Offering...............		3.19
Dilution per share to new investors(2)..		$ 9.81

- ------------------

(1) Reflects the effect of the estimated $3.2 final distribution to the Company's existing shareholders immediately prior to this Offering. Such amount consists of shareholders' equity as of December 31, 1997, approximately $676,000, and the earnings of the Company from January 1, 1998 to consummation of the Offering. Such earnings are currently estimated to be $2.5 million. See 'Dividend Policy,' 'S Corporation Termination' and 'Management's Discussion and Analysis of Financial Condition and Results of Operations.'

(2) Dilution per share to new investors is determined by subtracting pro forma, as adjusted net tangible book value per share after the Offering from the initial public offering price per share.

The following table sets forth, on a pro forma basis as of December 31, 1997, the number of shares of Common Stock purchased from the Company, the total consideration paid and the average price per share paid by existing shareholders and to be paid by new investors, based on an assumed initial public offering price of $13.00 per share and before deduction of underwriting discounts and commissions and offering expenses:

<TABLE>
<CAPTION>

	SHARES PURCHASED		TOTAL CONSIDERATION		AVERAGE PRICE
	NUMBER	PERCENT	AMOUNT	PERCENT	PER SHARE
Existing shareholders..................	7,531,743	72.9%	$ 108,100	0.3%	$ 0.01
New investors..........................	2,800,000	27.1%	$36,400,000	99.7%	$ 13.00
Total.............................	10,331,743	100.0%	$36,508,100	100.0%	

</TABLE>

In the event the Underwriters exercise the overallotment option in full, the number of shares of Common Stock held by new investors will increase to 3,220,000 or 29.9% of the total number of shares of Common Stock outstanding after this Offering.

The computations in the tables above assume the exercise of options to acquire 67,181 shares of Common Stock outstanding at December 31, 1997 at a weighted average exercise price of $1.61 per share by certain executives of the

Company. Such computations do not reflect 682,819 additional shares of Common Stock reserved for future grants under the Company's 1998 Stock Option Plan. The Company anticipates that, immediately following consummation of the Offering, it will grant options to its employees to purchase between 250,000 and 300,000 shares of Common Stock exercisable at the initial public offering price. See 'Management -- 1998 Stock Option Plan.'

SELECTED FINANCIAL DATA

The selected financial data set forth below for the five years ended December 31, 1993, 1994, 1995, 1996 and 1997 have been derived from the Company's Financial Statements and the notes thereto. Balance sheets at December 31, 1996 and 1997 and the statements of income, of shareholders' equity and of cash flows for the three years ended December 31, 1995, 1996 and 1997 and notes thereto appear elsewhere in this Prospectus and have been audited by Coopers & Lybrand L.L.P., independent accountants. The selected financial data for the years ended December 31, 1993 and 1994 have been derived from the Company's unaudited Financial Statements which have been prepared by the Company in accordance with generally accepted accounting principles and includes all adjustments that management considers necessary for a fair presentation of the data for such periods. The Company's unaudited Financial Statements for the years ended December 31, 1993 and 1994 have not been included in this Prospectus. The selected financial data set forth below should be read in conjunction with, and are qualified by reference to 'Management's Discussion and Analysis of Financial Condition and Results of Operations' and the Company's audited Financial Statements and related notes appearing elsewhere in this Prospectus.

STATEMENT OF OPERATIONS DATA:

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31,					
	1993	1994	1995	1996	1997	PRO FORMA 1997(1)

(IN THOUSANDS, EXCEPT PER SHARE AND STATISTICAL DATA)(UNAUDITED)

<S> <C> <C> <C> <C> <C> <C>

Revenue	$8,226	$8,250	$18,398	$33,015	$54,542	$54,542
Program expenses	4,886	5,339	15,427	26,886	43,057	43,057
Gross profit	3,340	2,911	2,971	6,129	11,485	11,485
Compensation expense	1,945	1,673	2,124	3,191	5,121	5,121
Bonus to majority shareholder(2)(3)	440	200	425	1,500	2,243	--
Stock grant expense(3)(4)	--	--	--	--	4,470	4,470
Other general, selling and administrative expenses	844	826	1,159	1,650	2,755	2,755
Total general, selling and administrative expenses	3,229	2,699	3,708	6,341	14,589	12,346
Operating income (loss)(3)	111	212	(737)	(212)	(3,104)	(861)
Other income, net	17	16	70	98	155	155
Income (loss) before provision for (benefit from) income taxes	128	228	(667)	(114)	(2,949)	(706)
Pro forma provision for (benefit from) income taxes(5)	51	91	(121)	--	--	--
Pro forma net income (loss)(5)	$ 77	$ 137	$ (546)	$ (114)	$(2,949)	$ (706)
Pro forma basic and diluted net income (loss) per share(5)(6)	$ 0.01	$ 0.02	$ (0.07)	$ (0.02)	$ (0.40)	$ (0.09)
Pro forma basic and diluted weighted average number of shares outstanding(6)	7,465	7,465	7,465	7,465	7,465	7,465
OTHER OPERATING DATA:						
Number of detail programs	8	9	10	13	15	
Number of clients	6	7	7	8	12	
Average size of detail program	$1,028	$ 917	$ 1,840	$ 2,540	$ 3,636	
Number of sales representatives at end of period:						
Full-time	--	--	--	33	529	
Part-time	130	134	419	691	401	
Total	130	134	419	724	930	

</TABLE>

See footnotes on following page

BALANCE SHEET DATA:

<TABLE>
<CAPTION>

	AS OF DECEMBER 31,				
	1993	1994	1995	1996	1997
	(IN THOUSANDS)				
<S>	<C>	<C>	<C>	<C>	<C>
Cash and cash equivalents	$1,701	$ 611	$ 240	$2,403	$ 5,760
Working capital	(63)	130	(591)	(873)	128
Total assets	2,243	6,975	5,881	8,322	13,691
Total long-term debt	--	--	--	--	--
Shareholders' equity (deficit)	76	304	(363)	(478)	676

</TABLE>

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(1) Pro forma 1997 data eliminates bonus to majority shareholder. The majority shareholder has agreed to forego any such bonuses in future periods. See footnotes 2 and 3 below.

(2) The Company has been treated as an S Corporation under subchapter S of the Code since January 1, 1991 and under the corresponding provisions of the tax laws of the State of New Jersey since January 1, 1994. Historically, as an S Corporation, the Company made annual bonus payments to its majority shareholder based on the Company's estimated profitability and working capital requirements. With the exception of the estimated $3.2 million final distribution to be declared immediately prior to the Offering, the Company does not expect to pay bonuses in future periods. See 'Dividend Policy.'

(3) Bonus to majority shareholder and stock grant expense are non-recurring charges. Exclusive of these non-recurring charges, the Company's operating income for 1997, 1996, 1995, 1994 and 1993 would have been $3,609,000, $1,288,000, ($312,000), $412,000 and $551,000, respectively.

(4) On January 1, 1997, the Company issued shares of its Common Stock to Charles T. Saldarini, its current President and Chief Executive Officer. As a result, prior to the Offering, Mr. Saldarini owns 15.0% of the Common Stock outstanding. For financial accounting purposes, a non-recurring, non-cash compensation expense was recorded in the first quarter of 1997. See 'Principal Shareholders,' 'Management,' 'Certain Transactions' and note 12 to the Company's Financial Statements.

(5) As an S Corporation, the Company has not been subject to Federal or New Jersey corporate income taxes, other than a New Jersey state corporate income tax of approximately 2%. Upon consummation of this Offering, the Company will no longer be treated as an S Corporation, and, accordingly, will be subject to Federal and state corporate income taxes. Pro forma provision for (benefit from) income taxes, basic and diluted net income (loss) and basic and diluted net income (loss) per share for all periods presented reflect a provision for or benefit from income taxes as if the Company had been taxed as a C Corporation for all periods.

(6) See note 3 to the Company's Financial Statements for a description of the computation of pro forma net income (loss) per share and weighted average number of shares outstanding.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the Company's Financial Statements and the notes thereto appearing elsewhere in this Prospectus and contains trend analysis and other forward-looking statements that involve substantial risks and uncertainties. The Company's actual results could differ materially from those expressed or implied in the forward-looking statements as a result of certain factors, including those set forth under 'Risk Factors' and elsewhere in this Prospectus.

OVERVIEW

The Company is a leading provider of comprehensive customized solutions on an outsourced basis to the United States pharmaceutical industry. The Company believes it has achieved this leadership position based on its 10 years of industry experience and its relationships with many of the pharmaceutical industry's largest companies. Since inception, the Company has designed customized product detailing programs for approximately 25 clients, including Pfizer Inc., Astra Merck Inc., Glaxo Wellcome Inc. and Johnson & Johnson. Such programs have been designed to promote more than 70 different products, including such leading prescription medications as Prilosec(Registered), Wellbutrin(Registered) and Cardura(Registered), as well as a number of well-known OTC products such as Bayer(Registered) Aspirin, Pepcid AC(Registered) and Monistat 5(Registered), to hospitals, pharmacies and physicians in approximately 20 different specialties. The Company's primary objective is to enhance its leadership position in the growing CSO industry and to become the premier supplier of comprehensive sales solutions to the pharmaceutical industry and other segments of the healthcare market.

The Company has demonstrated strong internal growth generated by securing new business from leading pharmaceutical companies and by renewing and expanding programs with existing clients. The Company believes that it is one of the largest CSOs operating in the United States measured both by revenue and number of sales representatives used in programs. Revenue increased from $8.3 million in 1994 to $54.5 million in 1997, a compounded annual growth rate of approximately 87.7%. Gross profit increased from $2.9 million in 1994 to $11.5 million in 1997, a compounded annual growth rate of 58.0%. In addition, the number of sales representatives (part-time and full-time) employed by the Company has increased from 130 as of December 31, 1993 to 930 as of December 31, 1997. Over that same period, the Company's mix between part-time and full-time representatives shifted from 100% part-time to 43% part-time.

Historically, the Company has derived a significant portion of program revenue from a limited number of major clients. In 1995, the Company's four largest clients accounted for approximately 42%, 17%, 15% and 10%, respectively, or a total 84%, of its revenue. In 1996, the Company's four largest clients accounted for approximately 30%, 21%, 17% and 16%, respectively, or a total 84%, of its revenue. In 1997, the Company's four largest clients accounted for approximately 25%, 22%, 19% and 10%, respectively, or a total 76%, of its revenue. Concentrations of business in the CSO industry are not uncommon and the Company believes that pharmaceutical companies will continue to outsource larger

projects as the CSO industry grows and continues to demonstrate an ability to successfully implement large programs. Accordingly, the Company is likely to continue to experience significant client concentration in future periods.

The Company is engaged by its clients to design and implement product detailing programs for both prescription and OTC pharmaceutical products. Given the customized nature of its business, the Company utilizes a variety of contract structures with its clients. Generally, contracts provide for a fee to be paid based on the Company delivering a specified package of services. Contracts typically include performance benchmarks, such as a minimum number of sales representatives or a minimum number of calls. Under certain contracts, the Company may be entitled to additional compensation based upon the success of the program and/or subject to penalties for failing to meet stated performance benchmarks. The Company typically receives a portion of its fee upon commencement of a program to reflect the costs of implementing such program. In addition, contracts typically provide that the Company is entitled to a fee for each sales representative hired by the client during or at the conclusion of a program.

The Company's contracts generally are for terms of six months to one year and are subject to renewal upon expiration. In addition, a single contract may account for a significant portion of the Company's total revenue. The Company's contracts may be terminated by the client at any time for any reason. Also contracts typically contain significant penalties if the Company fails to meet stated performance benchmarks. While the cancellation of certain of the Company's contracts by a client without cause may result in the imposition of penalties on such client, such penalties may not act as an adequate deterrent to the termination of any such contracts. In addition, there can be no assurance that such penalties will offset the lost revenue or the costs incurred by the Company as a result of any such termination. The loss or termination of one or more contracts could have a material adverse effect on the Company's business and results of operations. To date, no programs have been terminated for cause.

Generally, the Company recognizes revenue under the percentage of completion method pursuant to which revenue is recorded as costs are incurred. Revenue includes estimated earned fees or profits and is calculated based on the relationship between direct program costs actually incurred, other than initial direct program costs (as described below), and the estimated total of such costs. Program costs consist of costs associated with the execution of a detailing program. There are two significant categories of program costs: personnel costs and initial direct program costs. Personnel costs, which consititute the largest portion of program expenses, include all labor related costs, such as salaries, bonuses, fringe benefits and payroll taxes for the sales representatives and managers who are directly responsible for the rendering of services in connection with a particular program. Initial direct program costs are those costs associated with the recruitment and training of the sales representatives in connection with a particular program, and are deferred and recognized over the life of such program.

Estimated revenue and program costs are reviewed and revised periodically throughout the life of each program. Any adjustment to a program's revenue resulting from such revisions is recorded on a cumulative basis in the period in which the revisions are made. In the period in which it is determined that a loss will result from the performance of a program, or that the Company will incur a penalty in connection with such program, the entire amount of the estimated ultimate loss or penalty is charged against such program's revenue. The Company manages program expenses by carefully establishing and monitoring program budgets and timetables and by closely tracking staffing requirements for programs in progress and anticipated programs. The status of each program in progress is reviewed regularly by program managers and senior management to ensure client satisfaction and to monitor performance relative to internal financial and operating expectations. The number of sales representatives assigned to a program varies according to the size, complexity, duration and demands of the program.

General, selling and administrative expense include compensation expense, bonus to majority shareholder, stock grant expense and other general, selling and administrative expenses. Compensation expense consists primarily of salaries and related fringe benefits for senior management and other administrative, marketing, finance, information technology and human resources personnel who are not directly involved with the execution of a particular program. Bonus to majority shareholder reflects the cash bonus paid to the Company's majority shareholder and Chairman of the Board, John P. Dugan. With the exception of the final distribution declared immediately prior to the Offering, it is not expected that the Company will pay bonuses to Mr. Dugan in any future periods. See 'Dividend Policy.' Stock grant expense reflects the non-cash, non-recurring charges related to the grant of 1,119,684 shares of Common Stock to the Company's President and Chief Executive Officer, Charles T. Saldarini. As a result, prior to the Offering, Mr. Saldarini owns 15.0% of the issued and outstanding Common Stock of the Company. Finally, other general, selling and administrative expenses include corporate overhead such as facilities costs, depreciation and amortization expenses and professional services fees. The Company plans to relocate to a new leased facility by the end of the second quarter of 1998 to accommodate its growth. The Company anticipates increased rent and certain one-time costs associated with such relocation. General, selling and administrative expenses (excluding bonus to majority shareholder and stock grant expense) as a percentage of revenue have generally declined as the Company has spread its overhead expenses across its expanding revenue base. The Company anticipates that general, selling and administrative expenses will continue to decline as a percentage of revenue as its business grows, although such expenses are expected to increase on an absolute basis.

Prior to 1995, no single program implemented by the Company required more

than 60 sales representatives. At the end of 1994, the Company entered into an agreement for a program that required in excess of 150 sales representatives. The Company believes that this represented the beginning of a trend in the industry towards larger programs. In order to meet the demands of this program and future programs, both in terms of increased number of sales representatives and the additional administrative requirements attendant thereto, the Company made a significant investment in hiring additional administrative and management personnel for recruiting, hiring and improving its management information systems. As a result of these additional expenditures, the Company recorded an operating loss in 1995. The additional investment in infrastructure and information technology, however, has enabled the Company to continue to pursue larger contracts, which has accounted for a substantial

portion of the Company's growth beginning in 1995. The Company will continue to make such investments in future years to maintain its high standards of quality and operating efficiency.

The Company has been treated as an S Corporation for Federal income tax purposes since January 1, 1991 and for New Jersey state income tax purposes since January 1, 1994. Accordingly, the Company's income has been taxed directly at the shareholder level rather than at the corporate level. Concurrent with the completion of this Offering, the Company's S Corporation election will terminate and the Company will be subject to corporate income taxation as a C Corporation. For each of the periods in which the Company was an S Corporation, the statement of income data in the 'Selected Financial Data' table reflects a provision for income taxes on a pro forma basis as if the Company had been taxed as a C Corporation during such periods.

RESULTS OF OPERATIONS

The following table sets forth for the periods indicated, certain statement of operations data as a percentage of revenue. The trends illustrated in this table may not be indicative of future results.

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31,			
	1994	1995	1996	1997
<S>	<C>	<C>	<C>	<C>
Revenue	100.0%	100.0%	100.0%	100.0%
Program expenses	64.7	83.9	81.4	78.9
Gross profit	35.3	16.1	18.6	21.1
Compensation expense	20.3	11.5	9.7	9.4
Bonus to majority shareholder	2.4	2.3	4.5	4.1
Stock grant expense	0.0	0.0	0.0	8.2
Other general, selling and administrative expenses	10.0	6.3	5.0	5.0
Total general, selling and administrative expenses	32.7	20.1	19.2	26.7
Operating income (loss)	2.6	(4.0)	(0.6)	(5.6)
Other income, net	0.2	0.4	0.3	0.3
Income (loss) before provision for taxes	2.8	(3.6)	(0.3)	(5.3)
Pro forma provision for (benefit from) income taxes	1.1	(0.6)	0.0	0.0
Pro forma net income (loss)	1.7%	(3.0)%	(0.3)%	(5.3)%

</TABLE>

YEARS ENDED DECEMBER 31, 1997 AND 1996

Revenue. Revenue for 1997 was $54.5 million, an increase of 65.2% over 1996 revenue of $33.0 million. Revenue in 1997 was generated from 15 programs for 12 clients while 1996 revenue was generated from 13 programs for eight clients. Average program size increased to $3.6 in 1997 from $2.5 in 1996. Approximately $46.9 million, or 86.0%, of 1997 revenue, was derived from seven clients; those seven clients generated $31.0 million, or approximately 93.8%, of 1996 revenue.

Program expenses. Program expenses for 1997 were $43.1 million, an increase of 60.1% over program expenses of $26.9 million for 1996. As a percentage of revenue, program expenses decreased to 78.9% for 1997 from 81.4% for 1996. This decrease was primarily attributable to the Company continuing to realize efficiencies as a result of the investments in infrastructure and process improvements which were implemented in 1995 and 1996.

Compensation expense. Compensation expense for 1997 was $5.1 million compared to $3.2 million for 1996. This increase was due to an increase in the number of management and administrative personnel in 1997 over the 1996 number necessitated by the expansion of the Company's business. As a percentage of revenue, compensation expense was 9.4% for 1997 compared to 9.7% for 1996.

Bonus to majority shareholder. Bonus to majority shareholder for 1997 was $2.2 million compared to $1.5 million for 1996.

Stock grant expense. In the first quarter of 1997, the Company incurred non-recurring, non-cash charges of $4.5 million related to stock issued to Charles T. Saldarini, the Company's President and Chief Executive Officer.

Other general, selling and administrative expenses. Other general, selling and administrative expenses were $2.8 million for 1997, an increase of 66.9% over other general, selling and administrative expenses of

$1.7 million for 1996. As a percentage of revenue, other general, selling and administrative expenses were 5.0% for 1997 and 1996.

Operating loss. Loss from operations for 1997 was $3.1 million compared to $212,000 for 1996. Before bonus to majority shareholder and stock grant expense, operating income for 1997 was $3.6 million or 6.6% of revenue, compared to $1.3 million, or 3.9% of revenue, for 1996.

Other income, net. Other income, primarily net interest income, for 1997 was $155,000, an increase of 58.1% over other income of $98,000 for 1996, due to the greater availability of funds for investment.

Pro forma net loss. Pro forma net loss for 1997 was $2.9 million compared to a pro forma net loss of $114,000 for 1996. Pro forma net loss for both periods assumes the Company was taxed for Federal and state income tax purposes as a C Corporation, with no tax benefits assumed for the net operating losses in 1997 and 1996.

YEARS ENDED DECEMBER 31, 1996 AND 1995

Revenue. Revenue for 1996 was $33.0 million, an increase of 79.4% over 1995 revenue of $18.4 million. Revenue in 1996 was generated from 13 programs for eight clients while 1995 revenue was generated from 10 programs for seven clients. Average program size increased to $2.5 million in 1996 from $1.8 million in 1995. Substantially all of 1996 revenue, or 99.3%, was derived from clients that accounted for $17.8 million, or 97.0%, of 1995 revenue.

Program expenses. Program expenses for 1996 were $26.9 million, an increase of 74.3% over program expenses of $15.4 million for 1995. As a percentage of revenue, however, program expenses decreased to 81.4% in 1996 from 83.9% in 1995. This decrease was primarily attributable to the Company beginning to realize operating efficiencies as a result of the investments in infrastructure and process improvement begun in 1995.

Compensation expense. Compensation expense in 1996 was $3.2 million compared to $2.1 million in 1995. This increase was attributable to an increase in the number of management and administrative personnel employed by the Company in 1996 as compared to 1995 necessitated by the expansion of the Company's business. As a percentage of revenue, compensation expense was 9.7% for 1996 compared to 11.5% for 1995.

Bonus to majority shareholder. Bonus to majority shareholder for 1996 was $1.5 million compared to $425,000 for 1995.

Stock grant expense. There were no compensatory stock grants in 1996 or 1995.

Other general, selling and administrative expenses. Other general, selling and administrative expenses were $1.7 million in 1996 compared to $1.2 million

in 1995, an increase of 42.4%. As a percentage of revenue, other general, selling and administrative expenses were 5.0% in 1996 compared to 6.3% in 1995. This percentage decline reflects the spreading of other selling, general and administrative expenses across a larger revenue base.

Operating loss. Operating loss decreased to $212,000 in 1996 from $737,000 in 1995. Before bonus to majority shareholder, operating income in 1996 was $1.3 million compared to an operating loss of $312,000 in 1995.

Other income, net. Other income, primarily net interest income, was $98,000 in 1996, an increase of 40.1% over other income of $70,000 in 1995, due to the greater availability of funds for investment.

Pro forma net loss. Pro forma net loss for the year ended December 31, 1996 was $114,000 compared to $546,000 for the prior year. Pro forma net loss for both periods assumes the Company was taxed for Federal and state income tax purposes as a C Corporation, with no tax benefits assumed for the net operating loss in 1996.

LIQUIDITY AND CAPITAL RESOURCES

The Company's principal source of funds has been cash flow from operations. Contracts generally provide for advance payments which typically fund the initial costs of a program. To date, the Company's cash flow has been sufficient to provide funds for working capital and capital expenditures.

The Company has a $500,000 line of credit (the 'Credit Line') from a commercial bank under which interest only is payable monthly on the outstanding balance at a floating rate equal to 1% above the prime rate of interest as published from time to time by The Wall Street Journal. In addition, the Company has a $1 million line of credit, the proceeds of which are to be used exclusively for capital expenditures (the 'CAPEX Line'). The CAPEX Line expires October 30, 1998 and bears interest payable monthly at a floating rate equal to 0.75% above the prime rate of interest. Upon expiration, any outstanding balance is payable in 60 equal monthly installments of principal and interest computed at the rate of 0.75% above the prime rate on the date of

conversion. The Credit Line and the CAPEX Line will be secured by a lien on all of the assets of the Company and will be personally guaranteed by John P. Dugan, the Company's majority shareholder and Chairman of the Board. The notes evidencing the Credit Line and the CAPEX Line and the related security agreements will contain covenants, representations and other provisions customarily found in commercial loan documentation.

As of December 31, 1997, the Company had cash and cash equivalents of $5.8 million and working capital of $128,000. In addition, the Company paid a cash bonus aggregating $2.2 million to its majority shareholder John P. Dugan in

1997. Immediately prior to this Offering, the Company anticipates that it will distribute approximately $3.2 million to its existing shareholders. See 'Dividend Policy.'

For the year ended December 31, 1997, the Company generated $3.4 million of net cash from operating activities as compared to $2.8 million of net cash generated during the prior year. The increase in cash flow occurred despite the loss generated from operations due to the positive effect of non-cash expenses for depreciation and the stock grant to Charles T. Saldarini. In January 1997, the Company issued shares of its Common Stock to its President and Chief Executive Officer, Charles T. Saldarini. As a result, prior to the Offering, Mr. Saldarini owns 15% of the outstanding shares of Common Stock. Such issuance resulted in non-recurring, non-cash charges for the first quarter of 1997 in the amount of $4.5 million.

For the years ended December 31, 1997 and 1996, net cash used in investing activities was $94,000 and $641,000, respectively. The primary use of cash in both years was for investment in computer equipment in connection with the expansion of the Company's business and in connection with advances to Boomer & Son, Inc., a corporation that prior to 1998 was wholly-owned by John P. Dugan, the Company's Chairman of the Board. See 'Certain Transactions.'

Net cash provided by financing activities was $79,000 in 1997 as a result of a $100,000 equipment loan provided by a commercial financial institution, net of repayments. The Company expects to repay the balance of this loan in 1998. There were no financing activities in 1996 or 1995.

The Company has budgeted approximately $1.2 million for capital expenditures in 1998, to be funded through cash generated from operations and the CAPEX Line. During 1997, the Company's capital expenditures were $290,000.

Where the Company bills clients for services before they have been completed, billed amounts are recorded as billings in excess of costs, or deferred revenue, and are recorded as income when earned. When services are performed in advance of billing, the value of such services is recorded as unbilled costs and accrued profits. As of December 31, 1997 and 1996, the Company had $6.1 million and $3.9 million, respectively, of deferred revenue and $5.0 million and $2.4 million, respectively, of unbilled costs and accrued profits. Substantially all deferred and unbilled costs and accrued profits are earned or billed, as the case may be, within 12 months of the end of the respective period.

The Company has entered into a new lease and plans to relocate its headquarters by the end of the second quarter of 1998. Total base rent payable over the 66 month term of this new lease is approximately $3.1 million, which is a substantial increase over the rent the Company has historically paid under its existing lease.

The Company believes that the net proceeds from the sale of the Common Stock offered hereby, together with cash flows from operations and existing cash balances will be sufficient to meet its working capital and capital expenditure

requirements for the foreseeable future.

QUARTERLY RESULTS

The Company's results of operations have been and are expected to be subject to quarterly revenue fluctuations. Such fluctuations result from a number of factors including, among other things, the timing of commencement, completion or cancellation of major programs. In the future, revenue may fluctuate as a result of such factors and a number of additional factors, including delays or costs associated with acquisitions, government regulatory initiatives and conditions in the healthcare industry generally. The Company believes that because of such fluctuations, quarterly comparisons of its financial results cannot be relied upon as an indication of future performance.

The following table sets forth unaudited quarterly operating results for the eight quarters ended December 31, 1997. The Company believes that this unaudited information has been prepared on the same basis as the annual

Financial Statements and includes all adjustments consisting only of normal, recurring adjustments, necessary for a fair presentation of the information for the quarters presented, when read in conjunction with the Company's Financial Statements and notes thereto included elsewhere in this Prospectus.

QUARTERLY STATEMENT OF OPERATIONS DATA:

<TABLE>

	QUARTER ENDED							
	MARCH 31, 1996	JUNE 30, 1996	SEPTEMBER 30, 1996	DECEMBER 31, 1996	MARCH 31, 1997	JUNE 30, 1997	SEPTEMBER 30, 1997	DECEMBER 31, 1997
	(IN THOUSANDS)							
Revenue	$ 5,370	$7,289	$ 9,351	$ 11,005	$10,775	$ 12,501	$14,703	$ 16,563
Program expenses	4,316	5,963	7,539	9,068	8,612	10,053	11,651	12,741
Gross profit	1,054	1,326	1,812	1,937	2,163	2,448	3,052	3,822
Compensation expense	700	762	872	857	1,303	1,218	1,261	1,339
Bonus to majority shareholder(1)	375	375	375	375	561	561	561	560
Stock grant expense(2)	--	--	--	--	4,470	--	--	--
Other general, selling and administrative expenses	328	317	365	640	681	638	743	693
Total general, selling and administrative expenses	1,403	1,454	1,612	1,872	7,015	2,417	2,565	2,592
Operating income (loss)	(349)	(128)	200	65	(4,852)	31	487	1,230
Other income	--	9	16	73	11	38	61	45
Net income (loss)	$ (349)	$ (119)	$ 216	$ 138	$(4,841)	$ 69	$ 548	$ 1,275

</TABLE>

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(1) Historically, as an S Corporation, the Company has made annual bonus payments to its majority shareholder based on its estimated profitability and working capital requirements. With the exception of the distribution to

be declared immediately prior to the Offering, the Company does not expect to pay such bonuses in future periods. See 'Dividend Policy.'

(2) On January 1, 1997, the Company issued shares of its Common Stock to Charles T. Saldarini, its current President and Chief Executive Officer. As a result, prior to the Offering, Mr. Saldarini owns 15.0% of the Common Stock outstanding. For financial accounting purposes, a non-recurring, non-cash compensation expense was charged in the first quarter of 1997. See 'Principal Shareholders,' 'Management,' 'Certain Transactions' and note 12 to the Company's Financial Statements.

EFFECT OF NEW ACCOUNTING PRONOUNCEMENTS

Recent pronouncements of the Financial Accounting Standards Board ('FASB')

which were not required to be adopted at December 31, 1997, include the following Statements of Financial Accounting Standards ('SFAS'):

SFAS No. 130, Reporting Comprehensive Income, was issued in June 1997 and is effective for fiscal years beginning after December 15, 1997. This pronouncement establishes standards for reporting and display of comprehensive income and its components in a full set of general-purpose financial statements. The Company will adopt this pronouncement in 1998 and does not expect its implementation will have a material effect on the Company's Financial Statements as currently presented.

SFAS No. 131, Disclosures About Segments of an Enterprise and Related Information, was also issued in June 1997 and is effective for fiscal periods beginning after December 15, 1997. This pronouncement establishes the way in which publicly held business enterprises report information about operating segments in annual financial statements and interim reports to shareholders. As the Company operates in a single business segment the implementation of this standard is not expected to significantly impact the Company's Financial Statements as currently presented.

YEAR 2000 ISSUE

The Company is reviewing its computer programs and systems to ensure that the programs and systems will function properly and be Year 2000 compliant. The Company presently believes that, with modifications to existing software and converting to new software, the Year 2000 problem will not pose significant operational problems for the Company's computer systems. The estimated cost of these efforts are not expected to be material to the Company's financial position or any year's results of operations, although there can be no assurance to this effect. In addition, the Year 2000 problem may impact other entities with which the Company transacts business, and the Company cannot predict the effect of the Year 2000 problem on such entities.

BUSINESS

INTRODUCTION

The Company is a leading provider of comprehensive customized sales solutions on an outsourced basis to the United States pharmaceutical industry. The Company believes it has achieved this leadership position based on its 10 years of industry experience and its relationships with many of the pharmaceutical industry's largest companies. Since inception, the Company has designed customized product detailing programs for approximately 25 clients, including Pfizer Inc., Astra Merck Inc., Glaxo Wellcome Inc. and Johnson & Johnson. These programs have been designed to promote more than 70 different products, including such leading prescription medications as Prilosec(Registered), Wellbutrin(Registered) and Cardura(Registered), as well as a number of OTC products such as Bayer(Registered) Aspirin, Pepcid AC(Registered) and Monistat 5(Registered), to hospitals, pharmacies and physicians in approximately 20 different specialties. The Company's primary objective is to enhance its leadership position in the growing CSO industry and to become the premier supplier of comprehensive sales solutions to the pharmaceutical industry and other segments of the healthcare market.

The Company is engaged by its clients on a contractual basis to design and implement product detailing programs for both prescription and OTC pharmaceutical products. Such programs typically include three phases: design, execution and assessment. In the program design phase, the Company works with the client to understand needs, define objectives, select targets and determine appropriate staffing. Program execution involves recruiting, hiring, training and managing a sales force, which performs detail calls promoting the particular client's pharmaceutical products. Assessment, the last phase of the program, involves measurement of sales force performance and program success relative to the goals and objectives outlined in the program design phase.

The Company has demonstrated strong internal growth generated by securing new business from leading pharmaceutical companies and renewing and expanding programs with existing clients. The Company believes that it is one of the largest CSOs operating in the United States measured both by revenue and total number of sales representatives used in programs. Revenue and gross profit grew at compound annual rates of 87.7% and 58.0% respectively, between 1994 and 1997. The number of sales representatives (both full-time and part-time) employed by the Company has increased from 130 as of December 31, 1993 to 930 as of December 31, 1997. Over that same period, the Company's mix between part-time and full-time representatives shifted from 100% part-time to 43% part-time. The Company has also experienced a consistently high renewal rate among its clients. For example, for 1997, approximately 86% of the Company's revenue was generated from clients that had contributed to the Company's 1996 revenue.

The Company believes that because of the benefits of outsourcing, pharmaceutical companies have made a strategic decision to continue to outsource a significant portion of their sales and marketing activities. The Company further believes that the trend toward the increased use of CSOs by pharmaceutical companies will continue due to the following industry dynamics: (i) pharmaceutical companies will continue to expand their product portfolios and as a result will need to add sales force capacity, (ii) pharmaceutical companies will continue to face margin pressures and will seek to maintain flexibility by converting fixed costs to variable costs, and (iii) the availability of qualified CSOs will provide an incentive to pharmaceutical companies to continue to outsource this function.

The Company believes that it is well positioned to benefit from these growth opportunities. Through its 10 years of providing service to the United States pharmaceutical industry, the Company has demonstrated that it is a high-quality, results-oriented provider of detailing services. In addition, the Company maintains a highly qualified sales force as a result of a rigorous recruiting process and training programs that are comparable to those of the pharmaceutical companies. The Company also believes that one of its biggest competitive advantages is its ability to provide customized solutions to its clients. Finally, as one of the largest CSOs, the Company has achieved the size and demonstrated the ability to perform large detailing programs and execute several programs simultaneously.

In order to leverage its competitive advantages, PDI's growth strategy emphasizes: (i) enhancing its leadership position in the growing CSO market by maintaining its historic focus on high-quality contract sales services and by continuing to build and invest in the Company's core competencies and operations; (ii) expanding both its relationship with existing clients and its selling efforts to capture new clients; (iii) offering additional promotional, marketing and educational services and further developing its existing detailing services; (iv) entering new geographic markets; and (v) investigating and pursuing appropriate acquisitions of detailing or detailing-related companies.

PRODUCT DETAILING

Pharmaceutical companies incur substantial expenses in connection with their sales and marketing activities. The Company estimates, based on industry data, that in 1997 pharmaceutical companies in the United States expended approximately $7.7 billion on promotional activities, including product detailing, event spending, journal advertising, and, more recently, direct-to-consumer advertising. The primary targets of this promotional activity are persons making product selection decisions, including physicians and others legally authorized to prescribe or dispense drug therapies. The Company estimates that, on average, product detailing represents approximately 60% of a pharmaceutical company's total promotional spending. According to Scott-Levin, pharmaceutical companies in the United States spent approximately $5.0 billion on product detailing in 1997.

The Company believes that product detailing is a highly effective means of influencing the prescribing patterns of the targeted prescribers and, therefore, it is the most commonly employed strategy to promote pharmaceutical products. Product detailing involves face-to-face meetings between a sales representative and a targeted prescriber. The target of a product detail is usually a physician identified because of his or her specialty or prescribing patterns. However, other legally authorized prescribers -- such as nurse practitioners, physician assistants or pharmacists -- may also be targets for detailing. Detailing generally occurs in physician offices and hospitals, although conventions and trade association meetings may also provide an appropriate forum. The sales representative is required to possess a high level of product knowledge, as well

as other technical and therapeutic expertise. The interaction itself involves a technical review of the product's legally authorized indications and usage, role in disease treatment, mechanism of action, side effects, dosing, drug interactions, cost and availability (i.e., the 'details'). The sales representative and the targeted prescriber will also typically discuss the types of patients best suited for the particular product and how and when such patients will best benefit from the product's use. Competitive products and their relative strengths and weaknesses in contrast to the product being detailed may also be discussed.

Product detailing takes place in the context of a personal sales call during which a sales representative typically will detail one to three products. The amount of time devoted to each product detailed during a call depends upon that product's detail position ('slot') within the call. A call may last as long as eight to ten minutes or may be as short as one to two minutes, depending upon a number of factors, principally the target prescriber's availability. Product detailing typically takes place in selling cycles of four to eight weeks, during which period the sales representative will attempt to call each targeted prescriber in his or her geographic territory at least once. A single program may have three to 12 cycles. The repeat interactions between the sales representative and the targeted prescriber are intended to establish trust between the sales representative and the targeted prescriber, influence the prescribing pattern of the physician, obtain market share for new products, maintain market share for existing products and build barriers to entry against competing products.

THE CSO INDUSTRY

OVERVIEW

The CSO industry provides outsourced physician detailing programs to pharmaceutical, medical device and diagnostic companies. CSOs have evolved from providing detailing support for OTC products into a full-service industry handling some of the leading ethical pharmaceutical compounds. Since the early 1990's, the pharmaceutical industry in the United States has increasingly used CSOs to provide the detailing service required to introduce new products, reintroduce older products, supplement existing sales efforts, raise promotional barriers to entry for competitors and demonstrate the incremental sales impact of detailing a particular product. While there is little available data regarding the CSO industry, the Company believes that there are approximately eight CSOs currently operating in the United States. The Company also believes that only 17 of the 50 largest pharmaceutical companies in the United States, measured by healthcare revenue, currently use CSOs. Finally, the Company estimates that contract revenues for the CSO industry in the United States increased from approximately $80 million in 1995 to $185 million in 1996 and $325 million in 1997.

The CSO industry emerged in the 1980's in the United Kingdom, where regulatory and cost containment pressure, the Company believes, led pharmaceutical companies to search for a more efficient method of promoting new and existing products. Pharmaceutical companies discovered that CSOs were an effective tool for shifting high fixed costs to variable costs by enabling them to outsource their sales and marketing activities as a supplement to their own internal sales efforts. The Company believes that similar regulatory and cost containment dynamics have, and will continue, to shape the demand for contract sales services in the United States. In response to cost and margin pressures brought on by managed care in the early 1990's, the pharmaceutical companies in the United States reduced the size of their internal sales forces. According to Med Ad News, a leading medical advertising and communications trade publication, since 1994 pharmaceutical companies have expanded their internal sales forces. The Company estimates that at the end of 1997, the largest 50 pharmaceutical companies in the United States employed approximately 50,000 full-time sales representatives, a 19% increase since 1994. During this period the number of sales representatives utilized by CSOs in the United States has also increased from approximately 1,100 as of December 31, 1994 to approximately 6,300 at the end of 1997. At the end of 1994, 1995, 1996 and 1997 the Company estimates that the number of sales representatives utilized by the CSO industry in the United States represented approximately 2.6%, 4.3%, 7.6% and 11.2%, respectively, of the combined number of CSO and in-house pharmaceutical sales representatives utilized by such pharmaceutical companies in those years. In addition, during this period, the Company believes that the portion of full-time sales representatives employed or used by the CSO industry has increased.

TRENDS AFFECTING GROWTH

The Company believes that because of the benefits of outsourcing, pharmaceutical companies have made a strategic decision to continue to outsource a significant portion of their sales and marketing activities. The Company believes that the trend toward the increased use of CSOs by pharmaceutical companies will continue because of the following industry dynamics:

Expanding product portfolios. The Company believes that the ability of pharmaceutical companies to remain competitive and profitable depends upon their ability to introduce new drugs. According to Pharmaceutical Research and Manufacturers of America, an industry trade group ('PhRMA'), the United States pharmaceutical industry spent $18.9 billion on research and development in 1997, an increase of 11.8% over 1996 research and development expenditure of $16.9 billion. In addition, in 1996, the United States Food and Drug Administration (the 'FDA') approved for sale 131 new drugs and drug indications. In 1994, 1995, 1996 and 1997, the FDA approved 22, 28, 53 and 39 new molecular entities, respectively, as a result of its expedited review and approval procedures. As a result, the pharmaceutical industry will require additional sales force capacity that, the Company believes, will increase the demand for CSO services.

Margin pressures. The potential for implementation of national healthcare reform in the early 1990s and the growing influence of managed care and healthcare cost containment initiatives throughout the 1990s has created pressure to reduce the rate of price increases for pharmaceutical products. According to IMS America, a healthcare marketing information company ('IMS'), prices for prescription products rose, on average, only 2.5% in 1997, 1.6% in 1996, and 1.9% in 1995. These pressures have forced the pharmaceutical industry to focus on increasing unit growth while reducing fixed operating costs. CSOs provide the support necessary to increase unit growth while converting high fixed costs to variable costs.

Increased use of drug therapies. The amount spent on prescription drugs and the number of prescriptions filled has been steadily increasing. According to IMS, in 1997 approximately $94.0 billion was spent on prescription drugs compared to approximately $85.3 billion in 1996 and $77.4 billion in 1995. In addition, according to IMS, approximately 2.5 billion prescriptions were filled in 1997 compared to 2.4 billion in 1996 and 2.3 billion in 1995. The Company believes that this trend toward increased use of drug therapies will continue as it is attributable to a number of factors that are not expected to change over the near term, including the expedited FDA review process, an aging population, an expanded portfolio of pharmaceutical products, the efficacy of drug therapy and the lower cost of drug therapy relative to hospitalization and medical procedures. As managed care programs have proliferated, an increasing number of consumers benefit from low co-pay arrangements with respect to prescription drugs. As a result, consumers consider prescription medication a less expensive, relatively

non-invasive alternative for treating illness and are increasingly likely to comply with their drug therapies. As the use of drug therapies increases, so does the importance of product detailing.

Importance of flexibility. Pharmaceutical companies are outsourcing a variety of their activities in order to maximize flexibility and reduce fixed costs. The desire to maximize flexibility and reduce fixed costs is a major factor in the increasing utilization of CSOs. Flexibility and adaptability in sales and marketing are crucial for balancing cost containment pressures against pricing pressure and expanded research and development expenditures. CSOs enhance flexibility by maximizing the ability of pharmaceutical companies to deploy their human resources more efficiently. Similarly, by using CSOs, it is possible to convert the high fixed cost of building, training, deploying and maintaining a sales force (i.e., salaries and other employee-related costs) into a variable cost.

Availability of qualified CSOs; ability to demonstrate success. The Company believes that the pharmaceutical industry will continue to utilize CSOs as the CSO industry further demonstrates its ability to quickly mobilize trained professional sales forces capable of supplementing the work and replicating the results of the internal sales forces of the pharmaceutical companies. In addition, the recent development of sophisticated prescription tracking systems and advances in information technology have enabled pharmaceutical companies to measure the impact of product detailing on sales and to assess the efficacy of both internal and third party sales forces in ways that were not possible a few years ago. Consequently, the Company believes that CSOs are becoming an increasingly important resource advantage in the overall marketing and sales efforts of pharmaceutical companies.

Need to maximize return on investment. The pharmaceutical industry is characterized by intense competition, due, in part, to an increasing number of products. In addition, as a result of managed care, government initiatives to reduce healthcare costs and market forces, the pharmaceutical industry is experiencing lower margins and increased pressure to contain price increases. To maximize and deliver acceptable returns on investment (mostly in the form of research and development expenditures), pharmaceutical companies must ensure that their products are fully supported by sales and marketing efforts during their entire life cycles. As the effective lives of drugs are threatened by patent expirations and competition from new compounds, pharmaceutical companies employ various strategies, including outsourcing sales efforts, to enable products to achieve their maximum sales potential.

In addition, the Company believes that other sectors of the healthcare industry will contribute to the growth of CSOs. For example, the United States biotechnology industry has grown rapidly in the last decade and is developing significant numbers of new therapies that are now entering clinical trials. Generally, these companies do not have the internal resources to market and sell their products. Accordingly, the Company believes that, as biotechnology products receive the necessary regulatory approvals, this industry will be looking to outsource various functions, particularly sales and marketing.

COMPANY'S COMPETITIVE ADVANTAGES

The Company believes that a significant market opportunity exists for CSOs that can provide high-quality sales solutions across a variety of sales, marketing and therapeutic applications and that have demonstrated a willingness and ability to respond to the particular needs of clients.

Reputation for quality. Virtually every program designed by the Company has met or exceeded the goals established at the beginning of the program. The Company believes that these results have earned it a reputation in the industry as a high-quality, results-oriented provider of detailing services. The Company's success is illustrated by its long-standing relationship with such 'blue chip' clients as Pfizer, Astra Merck, Glaxo Wellcome and Johnson & Johnson.

High-quality sales force. The Company's overall commitment to quality is evidenced by its recruiting, hiring and training processes. The Company believes that its recruiting and hiring process is one of the most comprehensive, challenging, rigorous, selective and professional processes in the industry and that its training programs are comparable to those designed by pharmaceutical companies to train their internal sales forces. The Company offers its sales representatives a compensation package that it believes is competitive with compensation packages that the major pharmaceutical companies offer to their own sales forces. Many of the Company's competitors use independent contractors as sales representatives who are compensated based on the

number of calls or on an hourly basis. All of the Company's personnel, including sales representatives, managers and recruiting coordinators, are employees rather than independent contractors. The Company believes that its treatment of

its sales representatives as employees and its compensation system are important factors in its ability to attract and retain talented sales personnel. The Company has found that a base salary and incentive bonus compensation package is best suited for a results-oriented program and for achieving program objectives, while a per call or hourly compensation structure emphasizes the number of details rather than the quality of the detailing effort.

Ability to design customized solutions. The Company believes that its ability to innovate and to provide a dedicated, vertically integrated sales force custom-designed to meet the specific needs of a client is a principal competitive advantage. Such customization includes the size, profile (i.e., part-time versus full-time), experience, training, geographic deployment and allocation of the sales force against the targeted prescribers and the number of calls for each targeted prescriber, the particular compensation package for the sales force and field and database management support, such as in-house territory mapping, physician satisfaction surveys, call reporting services and regulatory compliance services. In particular, the Company believes that its ability to provide full-time, part-time or a combination of full-time and part-time sales representatives, constitutes a competitive advantage. Finally, the Company's management and data information systems enable it to provide its clients with information and services most of its competitors cannot, and thus reduces the time and expense its clients would otherwise have to devote to a product detailing program.

Size and infrastructure. The Company believes that its size, organizational structure and overall resources enable it to implement multiple programs simultaneously and to implement large programs that smaller CSOs may be precluded from executing. The Company has made substantial investments in all of its personnel and management information systems in order to be able to successfully implement a variety of large and small programs simultaneously.

GROWTH STRATEGY

The Company's objective is to enhance its leadership position in the growing CSO industry and to become the premier supplier of comprehensive customized sales solutions to the pharmaceutical industry and other segments of the healthcare market. The following are the principal elements of the Company's growth strategy:

Enhance leadership position in growing CSO industry. The Company believes that its leadership position in the growing CSO industry is a result of its competitive advantages. The Company is committed to maintaining its position as a leader and innovator in the growing CSO industry by further developing its core competencies -- recruiting, hiring and training, sales management, information and data management, human resources and financial management. As the CSO market expands, the Company is well positioned to sustain its growth.

Strengthen relationships with existing clients. Leveraging the past success of its programs, the Company will actively seek to expand and renew existing programs with existing clients and seek to capture new programs from its existing clients by identifying new opportunities with such clients.

Expand client base. The Company believes that a significant opportunity exists among pharmaceutical companies that do not currently utilize CSOs. The Company has provided services to 11 of the 50 largest pharmaceutical companies in the United States, measured by healthcare revenues. The Company believes that 33 of such companies do not currently use any CSOs. The Company will seek to expand its client base by targeting pharmaceutical companies that are not currently clients and which have attractive product portfolios. In addition, future initiatives may focus on other sectors of the healthcare market that could benefit from the Company's services, such as biotechnology companies and medical device manufacturers.

Provide additional services. As a leading provider of physician detailing programs, the Company believes that it has an established platform from which to offer complementary promotional and marketing services to its clients. The Company will leverage its core competencies to further develop its specialized sales forces to meet the needs of its clients.

Enter new geographic markets. The Company will look for opportunities to provide promotional services in markets outside the United States. This expansion may be in the form of strategic joint ventures or acquisitions or by building a presence using the Company's own internal resources.

Pursue strategic acquisitions. The Company intends to explore strategic acquisitions in complementary and existing business areas. The Company believes that by acquiring other CSOs and/or sales and marketing companies it may be able to accelerate the development of a broader array of services or expand existing services more efficiently and rapidly than developing these service capabilities internally. In addition, the Company may pursue acquisitions in order to enter new markets, where it currently has no presence.

PROGRAM DESCRIPTION

The Company's customized detailing programs typically contain three basic elements: design, execution and assessment. In the program design phase, the Company undertakes to understand the needs and objectives of the client, identifies, defines and ranks the proposed target audience and determines appropriate staffing. In the program execution phase, the Company recruits, hires, trains and manages the sales force. Finally, in the program assessment phase, the Company measures the performance of the sales force and the success of the program relative to the goals and objectives of the program. While each program relies on the same basic core competencies, programs are custom-designed to provide significant strategic advantages to the client by taking into account the geographic, marketing and scheduling needs of the client, the product itself and the profile of the target audience.

PROGRAM DESIGN

Prior to entering into a contract and usually in response to a request for a proposal, the Company sets forth the details of a program in a comprehensive proposal. The purpose of the proposal is to create an overall approach to the program, which helps the Company establish a 'plan of action' for launch and subsequent implementation. Among other things, the Company will use the proposal to clarify the goals of the program and to analyze any data supplied by the client in connection with its request. For example, as part of its pre-program assessment, the Company will analyze the target physician list provided by the client, which can include the names of 100,000 or more physicians, for the purpose of targeting the most productive physicians in the most efficient manner. The Company ranks the targeted prescribers based on statistical data such as number of prescriptions written, prior coverage for the product and for the general pharmaceutical class to which such product belongs, as well as the product and class history among the proposed audience. The proposal incorporates the Company's recommendations regarding territory mapping and the allocation of sales representatives and sales managers within such territories. This results in more efficient use of sales representatives, better target audience penetration, reduced sales force turnover and, ultimately, maximum impact on sales. This process is also instrumental in structuring compensatory arrangements and payment terms.

Staffing requirements. In the program design phase, the Company identifies the assets to be committed to the program (i.e., divisional managers, district managers, field managers and sales representatives), the profile of the sales representatives (i.e., part-time and full-time), training requirements, the deployment of the sales force in terms of geography, the number of details per call and the number of times each target will be called over a defined period of time ('call-back frequency'). In determining staffing requirements, the Company takes into account a number of considerations, including the preferences of the client, the size of the individual territories, the number of targeted physicians in a given territory, the call-back frequency and the cost effectiveness of a full-time or part-time representative. The Company believes that its ability to provide both full-time and part-time sales representatives is important to providing its clients with a customized sales force able to meet the goals of the sales program in a cost effective manner.

Deployment strategy. In the program design phase, the Company performs 'territory mapping'-- i.e., a plan to deploy the sales force over the geographic region in which the targeted prescribers are located. The Company analyzes the physician target list for the purpose of grouping the targets according to selected criteria. The Company believes that its mapping and territory deployment analysis gives it a competitive advantage over other CSOs in pricing contracts and ensuring the success of the program.

Return on investment models. The goal of any program is to maximize results from the promotional dollars spent by the client. Accordingly, in connection with its pre-program assessment and analysis, the Company develops a Return on Investment ('ROI') model for the program. The model can be used to establish goals for the program and enables clients to clearly quantify the value of the services provided by the Company. The ROI model has the ability to project program effectiveness in incremental net sales, and may ultimately be a key factor in demonstrating why a program should be renewed or expanded. The ROI model is based on a confidential set of data and is considered proprietary by the Company.

PROGRAM EXECUTION

The Company believes that its ability to recruit quickly on a national basis, the quality of its training programs, the experience of its management and its data and management information systems provide clients with a highly effective sales force designed to meet a program's needs.

Recruiting and hiring. Recruiting and hiring the best qualified sales personnel quickly is vital to ensure positive program results and minimize turnover. The Company maintains a disciplined and efficient recruiting process that is managed by a National Manager of Recruiting overseeing a staff of 10, including five regional Recruiting Managers. This structure facilitates recruiting on a region by region basis, thus saving time and money.

The Company has developed a multi-step recruiting and hiring process that it believes is comprehensive, rigorous, selective and professional. The Company maintains a database of resumes of qualified, potential sales representatives. The Company has also developed a relationship with a national recruiting firm in the healthcare field and maintains an extensive referral system. Placing advertisements in local publications through the services of a single source provides cost and process control over the Company's recruitment efforts. The recruiting and hiring process includes preliminary screening procedures, background checks where required by the client, reference checks, drug testing and a rigorous interview process during which candidates are required to sit for multiple interviews with different sales managers. Typically, one to three percent of the initial applicants screened in connection with a program are hired. The result is an experienced, highly-qualified and motivated sales force.

All of the Company's field sales personnel, including sales representatives, managers and recruiting coordinators, are employees rather than independent contractors. In addition, the Company offers its sales representatives a compensation package that it believes is competitive with compensation packages offered by the major pharmaceutical companies. The compensation package offered by the Company includes a base salary and performance-based incentives that relate to the specific goals of the program, as well as fringe benefits, including a car allowance and, for full-time sales representatives, health insurance coverage. The Company believes that its treatment of its sales representatives as employees and its compensation system are important factors in its ability to attract and retain talented sales personnel. The Company has found that a base salary and incentive bonus compensation package is best suited for a results-oriented program and for achieving program objectives, while a per call or hourly compensation structure emphasizes the number of details rather than the quality of the detailing effort. In addition, treating its sales representatives as employees enhances the Company's ability to direct and manage the daily activities of its field force and integrate with its clients' sales teams. It also allows the Company to provide career advancement opportunities -- a powerful motivational tool.

Training. The Company's Training and Development Department consists of a National Training and Development Manager, a Director of Sales, Training and Development and six dedicated Training Managers. In connection with each program, the Company undertakes the training of the district managers and the sales representatives with respect to the products being detailed. The training programs are designed jointly by the Company and the client and are comparable

to the training programs employed by the client for its own internal sales force. The client will either participate with the Company in the training, or train the Company's managers who will then implement the training program. Each sales representative is required to complete one to two weeks of home study and attend a three day to three week training seminar. Typically, training involves written material as well as seminars and other presentations which all sales representatives are required to attend. All training programs dedicate time to workshops and interactive role playing. The Company's sales representatives use the same manuals and materials and must pass the same product knowledge tests as the client's in-house sales

representatives. In-field training continues at the local level as determined by the National Sales Manager of the program.

Sales management. The Company's sales programs are supervised by two Vice Presidents who report to the Chief Operating Officer. Each Vice President manages four to six programs and is responsible for the overall execution of each program, including the performance of the entire sales force (representatives and managers), monitoring the product sales generated and client satisfaction. Each program has a dedicated National Sales Manager, field managers (Division and District Managers) and sales representatives. A National Sales Manager may also have several Regional Managers reporting to him. Programs may also have one or more dedicated program trainers. Division Managers (full-time) and District Managers (part-time) are responsible for the direct supervision of the field sales representatives. A Division Manager normally manages ten to twelve representatives, while a District Manager usually manages six to eight.

PROGRAM ASSESSMENT

Data and information management and reporting. The Company's database management group and call reporting center monitor each program. The operations area handles hundreds of thousands of detail call reports per year, producing all related reports for the sales teams, management and the client. This comprehensive operations support frees up client and management resources that would otherwise be burdened. Each sales representative is required to file call activity reports on a daily basis. The reports reflect the sales representative's activities since his last report including the number of calls, the number of details as well as a confirmation signature from the target prescriber. To date, the Company's call reporting system has been a paper based system. However, the Company has recently instituted a program whereby certain sales representatives will be given palm top computers. This program will facilitate the submission of call activity reports and reduce the time required to produce management reports.

The Company has developed several management tools to maximize the effectiveness of its sales forces. These management tools can be used to track the overall effectiveness of the program as well as the performance of individual sales representatives. One such tool is the Integrated Sales and Activity Report ('ISA'), which allows the sales representatives to tailor strategies and to evaluate the effectiveness of their sales efforts. The ISA is

generally produced bi-monthly and compares the current period to the prior period. The report can be customized to reflect progress made toward a specific goal or target for purposes of evaluating a program.

Physician satisfaction surveys. In connection with each program, the Company develops a program-specific physician satisfaction survey ('PSS'). The PSS is periodically sent out to selected members of the target audience, depending on the size of the program. The PSS solicits comments on a variety of topics relating to the call, including the professionalism of the sales representative and current prescribing patterns. Finally, the survey asks the physician to confirm his signature. These surveys are an indispensable tool, both for determining the effectiveness of the program designed by the Company and assessing the performance of the Company's sales force.

Product sample tracking. Federal laws and regulations require that detailed records be kept concerning the distribution of pharmaceutical product samples. These record keeping requirements are the responsibility of the manufacturer. The Company has developed a sample tracking system that it believes complies with such laws and regulations. As part of its services, the Company performs this function on the client's behalf.

Quantitative analysis. At the conclusion of each program the Company prepares a case study for the client that documents the results of the program relative to the goals established at the outset of the program as well as the ROI.

SPECIALIZED DETAILING FORCES AND SERVICES

In addition to the traditional, custom-designed, client-dedicated, long-term (one year or longer) detailing sales force program, the Company has developed specialized detailing forces and services, described below, to address varying needs of the pharmaceutical industry. While these services do not currently represent a material portion of the Company's business, they are considered important to the Company's future growth.

Strike Force. Strike Force is a sales force designed for fast roll-out and short time frames (six months or less). Strike Force is generally used in situations where the client requires short-term detailing support and faster penetration of the target audience. Examples of applications for Strike Force include seasonal brands, new product launches, conversion from prescription to OTC and gaps in product coverage. For example, Strike Force was used by one client to launch a new formulation of its children's cough and cold product. The main objective was to increase pediatrician awareness and recommendations during the cough and cold season.

Share Force. Share Force is a sales force designed to detail up to three products from the same or different manufacturers to the same target audience. The Share Force program offers clients flexibility in terms of pricing (depending on the slotting) and program length, as well as access to pre-targeted high volume prescribers. The Company assembles a sales team targeted at a fixed list of physicians within a specialty that it believes to

represent a high volume prescribing audience. These physicians are selected and profiled through the use of prescription data to ensure that they represent the most productive physicians (in terms of prescriptions written) within multiple therapeutic categories. Fees are determined by the detail position, or priority, given to a particular product (known as 'slotting'). The Company has commenced marketing Share Force but has not yet deployed any such force.

Staffing Services. The Company acts as a recruiting and placement agency, using its skills in recruiting and hiring to help a client build its own internal sales force. The Company performs all screening, checking, testing and interviewing functions and then refers the most qualified candidates to the client for final approval. The Company typically receives a fee for each sales representative hired by the client.

Sales Force Build. Sales Force Build is a variation on Staffing Services. The Company assembles a customized, client-dedicated sales force, designed at the outset of a program with the specific intent that the client will hire the sales representatives either at the conclusion of the program or at a pre-determined time. In addition to the program fees, the Company receives a placement fee for those sales representatives hired by the client.

Convention Plus. The Company provides custom-designed teams for trade show and convention management support. Instead of staffing conventions with its own sales representatives, which results in lost sales calls, the client engages the Company to manage every aspect of the convention including registration, set-up, staffing and reporting. The team can be built exclusively for one client or shared by several clients.

CLIENTS AND CONTRACTS

CLIENTS

The Company believes that its relationships with its clients, which include many of the largest pharmaceutical companies in the United States, are among its most important strategic assets and competitive advantages. The Company has enjoyed long-standing relationships with many of these clients, and a high percentage of its clients either renew their programs or enter into new contracts with the Company for new programs. The Company believes that the quality and stability of its client base promotes the consistency of its core business and that the scope and complexity of its clients' marketing needs present opportunities for expansion into new areas. There can be no assurance, however, that the Company's clients will continue to renew or expand their relationship with the Company.

During 1997, the Company executed 15 detailing programs for 12 clients. In 1997, Pfizer, Glaxo Wellcome, Astra Merck and Novartis accounted for 25%, 22%, 19% and 10%, respectively, of the Company's revenue. Collectively, these four clients accounted for approximately 76% of the Company's revenue. The loss of any one of the foregoing clients could have a material adverse impact on the Company's business. In 1996, Pfizer, Astra Merck, Novartis and Johnson & Johnson each accounted for 10% or more of the Company's revenue. Collectively, these clients accounted for approximately 84% of the Company's revenue. In 1995, one program accounted for more than 42% of the Company's revenue and three other programs each accounted for 10% or more of the Company's revenue. Collectively, these four programs represented approximately 84% of the Company's revenue. In 1994, two programs each accounted for more than 30% of the Company's revenue and another program accounted for 10% or more of the Company's revenue. Together, the three programs represented approximately 83% of the Company's revenue.

CONTRACTS

Given the customized nature of the Company's business, it utilizes a variety of contract structures with its clients. Generally, contracts provide for a fee to be paid based on the Company delivering a specified package of services. Contracts typically include performance benchmarks, such as a minimum number of sales representatives or a minimum number of calls. The Company typically receives a portion of its fee upon commencement of the program to reflect the costs of implementing such program. In addition, contracts typically provide that the Company is entitled to a fee for each sales representative hired by the client during or at the conclusion of a program. In certain instances, the Company may be entitled to additional compensation based upon the success of the program and/or subject to penalties for failing to meet stated performance benchmarks. The Company has failed to meet the contractual performance benchmarks with respect to only one contract. This failure, which occurred in 1996, resulted in the payment by the Company of a penalty that represented less than 4% of the total fees payable to the Company under such contract. Subsequently, the client renewed this contract for two additional one-year terms and expanded the program in each term.

The Company's contracts generally are for terms of six months to one year and are subject to renewal upon expiration. However, the Company's contracts are terminable by the client for any reason upon 30 to 90 days notice. The Company's contracts typically provide for termination payments by the client upon a termination without cause. While the cancellation of certain of the Company's contracts by a client without cause may result in the imposition of penalties on such client, such penalties may not act as an adequate deterrent to the termination of any such contracts. In addition, there can be no assurance that such penalties will offset the lost revenue or the costs incurred by the Company as a result of such termination. The loss or termination of a large contract or the loss of multiple contracts could adversely affect the Company's future revenue and profitability. Contracts may also be terminated for cause if the Company fails to meet stated performance benchmarks. To date, no programs have been terminated for cause. Since January 1, 1993, three programs have been terminated by clients prematurely without cause. None of these terminations resulted in a loss with respect to the program and in two of such cases the Company received a termination payment.

The Company's contracts typically contain cross-indemnification provisions between the Company and its client. The client will usually indemnify the Company against product liability and related claims arising from the sale of

the product and the Company indemnifies the clients with respect to the errors and omissions of the Company's sales representatives in the course of their detailing activities. To date, the Company has not asserted, nor has there been asserted against the Company, any claim for indemnification pursuant to a contract.

MARKETING AND BUSINESS DEVELOPMENT

Most of the Company's revenue is derived from renewals and extensions of existing programs and new programs with existing clients. The Company derives new business from responses to 'requests for proposals' from pharmaceutical companies that the Company believes are the result of its promotional and advertising efforts. Recently, the Company has increasingly engaged in proactive efforts to generate more business from new and prospective clients. The Company has implemented a sales process that is designed to leverage its results-oriented image through case studies, references, ROI models and comprehensive proposals. The Company also has implemented an enhanced marketing and new business development process for the purpose of improving its ability to secure more contracts both within the pharmaceutical industry and in other healthcare markets. This new business development process relies on the use of a dedicated sales and marketing team.

The Company seeks to promote awareness of its capabilities to senior level executives, product managers and sales managers of both its existing and potential clients so that when situations arise where additional product detailing services are needed, those prospects are already aware of the Company and its image as a high-quality, results-oriented firm. In order to build and sustain awareness of its services, a combination of trade journal advertising, mailings, and a public relations campaign are utilized. The Company advertises in publications such as Pharmaceutical Executive and Med Ad News. The marketing department maintains a proprietary mailing list of over 3,000 pharmaceutical industry personnel including CEOs, vice presidents and marketing, sales and product managers. In addition to its ongoing monthly mailings, the Company also conducts specialized mailings in response to contacts received from specific companies or about specific developments within the industry. The

public relations campaign also involves interviews in trade journals and other publications and speaking engagements for the Company's executives.

COMPETITION

The primary competitive factor affecting contract sales services is the ability to quickly hire, train, deploy and manage qualified sales representatives to implement simultaneously several large product detailing programs. The Company also competes with other CSOs on the basis of such factors as its reputation, quality of its services, experience of management, performance record, customer satisfaction, ability to respond to specific client needs, integration skills and price. The Company believes it competes favorably with respect to each of these factors.

The Company primarily competes with in-house sales and marketing departments of pharmaceutical companies, other CSOs and other third party providers to the pharmaceutical industry, many of which possess substantially greater capital, personnel and other resources than the Company. In addition to the in-house sales forces of pharmaceutical companies, the Company's current major competitors include CSOs such as Innovex Limited, a subsidiary of Quintiles Transnational Corp., and the various sales and marketing affiliates of Snyder Communications, Inc. As a result of competitive pressures, various sales and marketing organizations providing services to the pharmaceutical industry are consolidating and are becoming targets of global organizations. This trend is likely to produce increased competition among CSOs for both clients and acquisition candidates and increased competitive pressures on smaller providers. If the trend in the pharmaceutical industry towards consolidation continues, pharmaceutical companies may have excess in-house sales force capacity and may, as a result, reduce or eliminate their use of CSOs. There are relatively few barriers to entry into the CSO industry and there can be no assurance that, as the CSO industry continues to evolve, additional competitors with greater resources than the Company will not enter the industry or that the Company's customers will not choose to conduct more of their sales services internally, with other CSOs or with organizations that can provide a broader range of sales and marketing services. Although the Company intends to monitor industry trends and respond accordingly, there can be no assurance that the Company will be able to anticipate and successfully respond to such trends. Increased competition may lead to price and other forms of competition that may have a material adverse effect on the Company's business and results of operations.

GOVERNMENT AND INDUSTRY REGULATION

The healthcare industry is subject to extensive regulation. Various laws, regulations and guidelines promulgated by government, industry and professional bodies affect, among other matters, the provision, licensing, labeling, marketing, promotion, sale and reimbursement of healthcare services and products, including pharmaceutical products. It is also possible that additional or amended laws, regulations or guidelines could be adopted in the future.

The pharmaceutical industry is subject to extensive federal regulation and oversight by the FDA. For instance, the Federal Food, Drug and Cosmetic Act, as supplemented by various other statutes, regulates, among other matters, the approval, labeling, advertising, promotion, sale and distribution of drugs, including the practice of providing product samples to physicians. Under this statute, the FDA asserts its authority to regulate all promotional activities involving prescription drugs. In addition, the sale or distribution of pharmaceuticals may also be subject to the Federal Trade Commission Act ('FTCA'). Finally, the Prescription Drug Marketing Act ('PDMA') regulates the ability of pharmaceutical companies to provide physicians with free samples of their products. Essentially, the PDMA requires extensive record keeping and labeling of such samples for tracing purposes. Accordingly, the business of the Company and its clients, to the extent such business involves promotion and marketing of pharmaceutical products, are subject to the extensive regulation governing the pharmaceutical industry, and there can be no assurance that the Company will not be subject to increased regulatory scrutiny in the future.

In addition, some of the services that the Company may provide in the future are affected by various guidelines promulgated by industry and

professional organizations. For example, certain ethical guidelines promulgated by the American Medical Association ('AMA') govern, among other matters, the receipt by physicians of gifts from health-related entities. These guidelines govern the honoraria, and other items of pecuniary value, which AMA member physicians may receive, directly or indirectly, from pharmaceutical companies. Similar guidelines and policies have been adopted by other professional and industry organizations, such as PhRMA.

The healthcare industry is subject to federal and state laws pertaining to healthcare fraud and abuse. In particular, certain federal and state laws prohibit manufacturers, suppliers and providers from offering or giving or receiving kickbacks or other remuneration in connection with ordering or recommending purchase or rental of healthcare items and services. The federal anti-kickback statute provides both civil and criminal penalties for, among other things, offering or paying any remuneration to induce someone to refer patients to, or to purchase, lease, or order (or arrange for or recommend the purchase, lease, or order of), any item or service for which payment may be made by Medicare or certain federally-funded state healthcare programs (e.g., Medicaid). This statute also prohibits soliciting or receiving any remuneration in exchange for engaging in any of these activities. The prohibition applies whether the remuneration is provided directly or indirectly, overtly or covertly, in cash or in kind. Violations of the law can result in numerous sanctions, including criminal fines, imprisonment, and exclusion from participation in the Medicare and Medicaid programs.

Several states also have referral, fee splitting and other similar laws that may restrict the payment or receipt of remuneration in connection with the purchase or rental of medical equipment and supplies. State laws vary in scope and have been infrequently interpreted by courts and regulatory agencies, but may apply to all healthcare items or services, regardless of whether Medicare or Medicaid funds are involved.

In addition, the Company is subject to the rules and regulations promulgated by the Equal Employment Opportunity Commission and similar state entities which govern its recruiting and hiring practices and its relationship with its employees.

The failure of the Company or its clients to comply with, or any change in, the applicable regulatory requirements or professional organization or industry guidelines could, among other things, limit or prohibit the Company or its clients from conducting certain business activities, subject the Company or its clients to adverse publicity, increase the costs of regulatory compliance or subject the Company or its clients to monetary fines or other penalties. Any such actions could have a material adverse affect on the Company.

LIABILITY AND INSURANCE

Liability Insurance. Participants in the healthcare industry are subject

to lawsuits alleging malpractice, product liability and other legal theories, many of which can involve large claims and significant legal costs. As a provider of product detailing services to the pharmaceutical industry, the Company is subject to the risk of being named as a party in such lawsuits. As a result of its contract sales services, the Company believes that it may become involved in litigation regarding the products distributed by its personnel, with the attendant risks of significant legal costs, substantial damage awards and adverse publicity. Even if such claims ultimately prove to be without merit, defending against them can result in adverse publicity, diversion of management's time and attention and substantial expenses, which could have a material adverse effect on the Company.

The Company maintains general liability insurance, which it believes to be adequate in amount and coverage for the current size and scope of its operations although there can be no assurance of that fact. However, the policies maintained by the Company do not insure it against the errors and omissions of its employees. The Company may seek increased insurance coverage as well as insurance for the errors and omissions of its employees in connection with expanding its service offerings, although the Company has not experienced difficulty in obtaining insurance coverage in the past, there can be no assurance that the Company will obtain increased or additional insurance coverage on acceptable terms or at all. In addition, although the Company's clients may indemnify the Company for the client's negligent conduct, such indemnification may not be adequate in light of all of the potential litigation risks facing the Company. In addition, the Company is often required to indemnify its clients in the event of the Company's negligence. The Company, therefore, could be held responsible for losses incurred in connection with the performance of its services or otherwise and could incur substantial costs in connection with legal proceedings associated with the performance of its services or the pharmaceutical products with respect to which it provides services.

Employment Practice Liability Insurance. The success of the Company's business is dependent on its ability to field a high-quality sales force relatively quickly. As part of its recruiting and hiring process, the

Company conducts a thorough screening process, drug testing and rigorous interviews. In addition, the Company must continually evaluate its personnel and, when necessary, terminate some of its employees with or without cause. Accordingly, the Company is subject to lawsuits relating to wrongful termination, discrimination and harassment. The Company has obtained employment practice liability insurance, which insures the Company against claims made by employees or former employees relating to their employment, i.e., wrongful termination, sexual harassment, etc. To date, the Company has not made any claims under this policy. There can be no assurance, however, that the coverage maintained by the Company will be sufficient to cover all future claims or will continue to be available in adequate amounts or at a reasonable cost. The Company could be materially and adversely affected if it were required to pay damages or incur defense costs in connection with a claim by an employee that is outside the scope of coverage of such policy.

LEGAL PROCEEDINGS

From time to time the Company is involved in litigation incidental to its business. The Company is not currently a party to any pending litigation which, if decided adversely to the Company, would have a material adverse effect on the business, financial condition or results of operations of the Company and the Company is not aware of any material threatened litigation.

FACILITIES AND EMPLOYEES

The Company's corporate headquarters are currently located in Mahwah, New Jersey, in approximately 11,000 square feet of space occupied under a lease which expires on April 29, 1998. The Company has entered into a new lease for approximately 27,000 square feet in Upper Saddle River, New Jersey. The new lease is to take effect on May 1, 1998 and is for a term of 66 months with an option to extend for an additional five years. In addition, the Company has a right of first offer with respect to additional space as it becomes available. Total base rent payable during the term of the new lease is approximately $3.1 million. Additional rent is payable with respect to increases in certain operating costs over base year amounts.

As of December 31, 1997, the Company had approximately 1,100 employees. The Company has approximately 70 people working at its headquarters in Mahwah, New Jersey, 930 sales representatives, and 100 field sales managers. The Company is not party to a collective bargaining agreement with a labor union and considers its relations with its employees to be good.

MANAGEMENT

DIRECTORS AND EXECUTIVE OFFICERS

The following table sets forth the names, ages and principal position, of the Directors, Director Nominees, executive officers and key employees of the Company:

<TABLE>
<CAPTION>

NAME	AGE	POSITION
<S>	<C>	<C>
John P. Dugan(1)(2).................	62	Chairman of the Board of Directors and Director of Strategic Planning
Charles T. Saldarini................	34	President, Chief Executive Officer and Director
Bernard C. Boyle....................	53	Chief Financial Officer, Executive Vice President, Secretary and Treasurer
Steven K. Budd......................	41	Chief Operating Officer and Executive Vice President
Robert Wynne........................	47	Vice President -- Account Sales
Cherie Aldana.......................	50	Vice President -- Human Resources
John M. Pietruski(2)................	64	Director Nominee
Jan Martens Vecsi(2)................	53	Director Nominee
Gerald J. Mossinghoff(1)............	62	Director Nominee

</TABLE>

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(1) Member of Audit Committee

(2) Member of Compensation Committee

John P. Dugan is the founder and Chairman of the Board of Directors of the Company and Director of Strategic Planning. He served as its President from inception until January 1995 and as its Chief Executive Officer from inception until November 1997. In 1972, Mr. Dugan founded Dugan Communications, a medical advertising agency that later became known as Dugan Farley Communications Associates Inc. ('DFC') and served as its President until 1990. In 1990 Mr. Dugan acquired sole control of the Company, which was then a wholly-owned subsidiary of DFC. Mr. Dugan was a founder and served as the President of the Medical Advertising Agency Association from 1983 to 1984. Mr. Dugan also served on the Board of Directors of the Pharmaceutical Advertising Council (now known as the Healthcare Marketing Communications Council, Inc.) and was its President from 1985 to 1986. Mr. Dugan received an M.B.A. from Boston University in 1964.

Charles T. Saldarini is the President and Chief Executive Officer of the Company and a Director. Mr. Saldarini became President in January 1995 and Chief Executive Officer in November 1997. Prior to January 1995 Mr. Saldarini was Chief Operating Officer of the Company. Mr. Saldarini joined the Company in 1987 as a sales manager. Mr. Saldarini received an A.B. in political science from Syracuse University in 1985.

Bernard C. Boyle has served as the Company's Executive Vice President and Chief Financial Officer since March 1997 when he joined the Company. In 1990, Mr. Boyle founded BCB Awareness, Inc., a firm that provided management advisory services to the Company, among others, and served as its President until March 1997. During that period he was also a partner in Boyle & Palazzolo, Partners, an accounting firm that also provided services to the Company. From 1982 through 1990 he served as Controller and then Chief Financial Officer and Treasurer of William Douglas McAdams, Inc., an advertising agency. From 1966 through 1971, Mr. Boyle was employed by the national accounting firm of Coopers & Lybrand L.L.P. as supervisor/senior audit staff. Mr. Boyle received a B.B.A. in Accounting from Manhattan College in 1965 and an M.B.A. in Corporate Finance from New York University in 1972.

Steven K. Budd served the Company as a consultant from December 1995 to April 1996 when he joined as Vice President -- Account Group Sales. He became Executive Vice-President in July 1997 and Chief Operating Officer in January 1998. Prior to joining the Company, from April through December 1995, Mr. Budd was an independent consultant. From January 1994 through April 1995, Mr. Budd was employed by Innovex, Inc., a competing CSO, as a Director of New Business Development. From 1989 through December 1993, Mr. Budd was employed by Professional Detailing Network ('PDN'), a competing CSO, as a Vice President with responsibility for building sales teams and developing marketing strategies. Mr. Budd received a B.A. in History and Education from Susquehanna University in 1978.

Robert Wynne joined the Company in August 1990 as a Regional Sales Manager based in Chicago, Illinois. He currently serves as Vice President -- Account Sales, a position he has held since December 1994. From 1984 through 1990, Mr.

Wynne was employed by Carnation Nutritional Products Co. and the McNeil Consumer Products Company, Professional Division, an affiliate of Johnson & Johnson, as a sales representative and trainer. Mr. Wynne received a B.S. in Secondary Education from the University of Minnesota in 1972 and an M.S. in Management of Human Resources from National College of Education in 1985.

Cherie Aldana joined the Company in 1988. Initially, she was employed as Accounting Manager responsible for financial, payroll, benefits and personnel. In 1990 she was promoted to Director of Human Resources and in January 1996 to Vice President -- Human Resources. Ms. Aldana received a B.S. in Accounting from York College in 1972 and has received certification as a Professional of Human Resources from the Human Resources Certification Institute, a division of the Society of Human Resource Management.

Gerald J. Mossinghoff has been nominated to become a director of the Company immediately upon consummation of this Offering. Mr. Mossinghoff is a former Assistant Secretary of Commerce and Commissioner of Patents and Trademarks of the Department of Commerce (1981 to 1985) and served as President of Pharmaceutical Research and Manufacturers of America from 1985 to 1996. Since 1997 he has been Senior Counsel to the law firm of Oblon, Spivak, McClelland, Maier and Newstadt of Arlington, Virginia. Mr. Mossinghoff has been a visiting professor of Intellectual Property Law at the George Washington University Law School since 1997 and Adjunct Professor of Law at George Mason University School of Law since 1997. Mr. Mossinghoff served as United States Ambassador to the Diplomatic Conference on the Revision of the Paris Convention from 1982 to 1985 and as Chairman of the General Assembly of the United Nations World Intellectual Property Organization from 1983 to 1985. He is also a former Deputy General Counsel of the National Aeronautics and Space Administration (1976 to 1981). Mr. Mossinghoff received an Electrical Engineering degree from St. Louis University in 1957 and a Juris Doctor degree with Honors from the George Washington University Law School in 1961. He is a member of the Order of the Coif and is a Fellow in the National Academy of Public Administration. He is the recipient of many honors, including NASA's Distinguished Service Medal and the Secretary of Commerce Award for Distinguished Public Service.

John M. Pietruski has been nominated to become a director of the Company immediately upon consummation of this Offering. Since 1990 Mr. Pietruski has been the Chairman of the Board of Texas Biotechnology Corp., a pharmaceutical research and development company. He is a retired Chairman of the Board and Chief Executive Officer of Sterling Drug Inc. With Sterling Drug Inc. from 1977 to his retirement in 1988, he also held the positions of Executive Vice President, President and Chief Operating Officer. Mr. Pietruski is a member of the Boards of Directors of Hershey Foods Corporation, GPU, Inc., Lincoln National Corporation and McKesson Corporation. Mr. Pietruski graduated Phi Beta Kappa with a B.S. in Business Administration with honors from Rutgers University

in 1954 and currently serves as a regent of Concordia College.

Jan Martens Vecsi has been nominated to become a director of the Company immediately upon consummation of this Offering. Ms. Vecsi is the sister-in-law of John P. Dugan, the Chairman of the Board of the Company. Ms. Vecsi was employed by Citibank, N.A. from 1967 through 1996 when she retired. Starting in 1986 she served as the Senior Human Resources Officer and Vice President of the Citibank Private Bank. Ms. Vecsi received a B.A. in Psychology and Elementary Education from Immaculata College in 1965.

The Board of Directors of the Company is divided into three classes as nearly equal in number as possible. Each year the shareholders will elect the members of one of the three classes to a three-year term of office. Ms. Vecsi serves in the class whose term expires in 1999; Messrs. Saldarini and Pietruski serve in the class whose term expires in 2000; and Messrs. Dugan and Mossinghoff serve in the class whose term expires in 2001.

The Board of Directors has an Audit Committee and a Compensation Committee. The Audit Committee reviews the scope and results of the audit and other services provided by the Company's independent accountants and internal controls of the Company. The Compensation Committee is responsible for the approval of compensation arrangements for officers of the Company and the review of the Company's compensation plans and policies.

EXECUTIVE COMPENSATION

Summary Compensation. The following table presents certain information concerning compensation paid or accrued for services rendered to the Company in all capacities during the year ended December 31, 1997, for the Chief Executive Officer and the other four executive officers of the Company whose aggregate annual base salary and bonus for 1997 exceeded $100,000 (collectively, the 'Named Executive Officers').

<TABLE>
<CAPTION>

NAME AND PRINCIPAL POSITION	ANNUAL COMPENSATION SALARY	BONUS	OTHER ANNUAL COMPENSATION	LONG-TERM COMPENSATION SHARES OF COMMON STOCK UNDERLYING OPTIONS	ALL OTHER COMPENSATION
John P. Dugan Chairman of the Board and Former Chief Executive Officer(1)	$125,000	--	$ 26,441	--	$2,243,000(1)
Charles T. Saldarini President and Chief Executive Officer	$120,000	$237,000(2)	$ 9,724	--	$4,050,000(3)
Steven K. Budd Chief Operating Officer and Executive Vice President	$112,613	$ 48,000	$ 8,396	39,189	--
Bernard C. Boyle Chief Financial Officer, Executive Vice President, Secretary and Treasurer	$105,000(4)	$ 18,000	$ 1,155	27,992	--
Robert Wynne Vice President--Account Sales	$111,000	$ 55,000	$ 11,729	--	--

</TABLE>

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(1) Mr. Dugan was the Chief Executive Officer of the Company until November 1997. All other compensation represents the bonus payment to Mr. Dugan as the majority shareholder of the Company. Such compensation was based on the Company's estimated profitability and working capital requirements. As the Company will no longer qualify as an S Corporation after the Offering, it is not expected that Mr. Dugan will receive bonus payments in future periods after the Offering.

(2) Reflects a bonus paid to Mr. Saldarini, President and Chief Executive Officer and a minority shareholder of the Company. In addition to his share of the final distribution in connection with the termination of the Company's S Corporation status, in the future Mr. Saldarini, as President and Chief Executive Officer, may receive cash bonuses as determined by the Compensation Committee.

(3) Represents the value of Common Stock issued to Mr. Saldarini in January 1997 as reported by the Company for financial accounting purposes.

(4) Mr. Boyle joined the Company in March 1997. $15,000 of his salary represents amounts paid to Mr. Boyle's consulting company prior to the commencement of his employment.

Option Grants. The following table sets forth certain information regarding options granted by the Company to the Named Executive Officers during 1997.

OPTION GRANTS IN LAST FISCAL YEAR

<TABLE>
<CAPTION>

INDIVIDUAL GRANTS

NAME	NUMBER OF SHARES UNDERLYING OPTIONS GRANTED (#)(1)	PERCENT OF TOTAL OPTIONS GRANTED TO EMPLOYEES IN FISCAL YEAR	EXERCISE PRICE ($/SHARE)	EXPIRATION DATE	POTENTIAL REALIZABLE VALUE AT ASSUMED ANNUAL RATES OF STOCK PRICE APPRECIATION FOR OPTION TERM(2) 0%	5% ($)	10% ($)
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
John P. Dugan............	--	--	--	--	--	--	--
Charles T. Saldarini......	--	--	--	--	--	--	--
Steven K. Budd...........	39,189	58.3%	$ 1.61	12/31/05	$ 78,770	$156,984	$271,414
Bernard C. Boyle..........	27,992	41.7%	$ 1.61	12/31/05	$ 56,264	$110,857	$190,101
Robert Wynne.............	--	--	--	--	--	--	--

</TABLE>

(footnotes on next page)

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(1) The options vest with respect to one-third of the shares of Common Stock covered by the options on the earlier of June 30, 1998 or the date on which this Offering is completed (the 'Initial Vesting Date') and one-third will vest on each of the first and second anniversary of the Initial Vesting Date.

(2) Potential realizable values are net of exercise price but before taxes, and are based on the assumption that the Common Stock of the Company appreciates at the annual rate shown (compounded annually) from the date of grant until the expiration date of the respective options. These numbers are calculated based on Securities and Exchange Commission requirements and do not reflect the Company's projection or estimate of future stock price growth. Actual gains, if any, on stock option exercises are dependent on the future financial performance of the Company, overall market conditions and the option holder's continued employment through the vesting period. This table does not take into account any appreciation in the price of the Common Stock from the date of grant to the date of this Prospectus.

Option Exercises and Year-End Option Values. The following table provides information with respect to options exercised by the Named Executive Officers during 1997 and the number and value of unexercised options held by the Named Executive Officers as of December 31, 1997.

AGGREGATED OPTION EXERCISE IN LAST FISCAL YEAR AND YEAR-END OPTION VALUES

<TABLE>
<CAPTION>

NAME	SHARES ACQUIRED ON EXERCISE (#)	VALUE REALIZED ($)(1)	NUMBER OF SHARES UNDERLYING UNEXERCISED OPTIONS AT FISCAL YEAR-END (#) EXERCISABLE	UNEXERCISABLE	VALUE OF UNEXERCISED IN-THE-MONEY OPTIONS AT FISCAL YEAR-END ($)(1) EXERCISABLE	UNEXERCISABLE
<S>	<C>	<C>	<C>	<C>	<C>	<C>
John P. Dugan............	--	--	--	--	--	--
Charles T. Saldarini......	--	--	--	--	--	--
Steven K. Budd...........	--	--	--	39,189	--	$ 446,363
Bernard C. Boyle..........	--	--	--	27,992	--	$ 318,829
Robert Wynne.............	--	--	--	--	--	--

</TABLE>

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(1) For the purposes of this calculation, value is based upon the difference between the exercise price of the options, $1.61 per share, and an assumed initial public offering price $13.00 per share.

EMPLOYMENT CONTRACTS

In January 1998, the Company entered into an agreement with John P. Dugan providing for his appointment as Chairman of the Board and Director of Strategic Planning. The Agreement provides for an annual salary of $125,000 and no cash bonuses and for participation in all executive benefit plans.

As of April 1, 1998, the Company will enter into an employment agreement with Charles T. Saldarini providing for his employment, as President and Chief Executive Officer for a term expiring on February 28, 2003 subject to automatic one-year renewals unless either party gives written notice 180 days prior to the end of the then current term of the agreement. The agreement will provide for an annual base salary of $275,000 and for participation in all executive benefit plans. The agreement will also provide that Mr. Saldarini will be entitled to bonus and incentive compensation awards as determined by the Company. Further, the agreement will provide, among other things, that, if his employment is terminated without cause (as defined) or if Mr. Saldarini terminates his employment for good reason (as defined), the Company will pay him an amount equal to the salary which would have been payable to him over the unexpired current term of his employment agreement.

As of March 1, 1998, the Company has also entered into employment agreements with each of Messrs. Boyle and Budd, providing for their respective employment, as Chief Financial Officer and Chief Operating Officer, Mr. Boyle's agreement terminates on December 31, 2000 and Mr. Budd's agreement terminates on March 31, 2001. Each agreement is subject to automatic one-year renewals unless either party gives written notice 180 days prior to the end of the then current term of the agreement. The agreements provide for an annual base salary of $165,000 for Mr. Boyle and $178,605 for Mr. Budd and for their participation in all executive benefit plans. The agreement also provides that Messrs. Boyle and Budd are entitled to bonusand incentive compensation awards as determined by the Company. Each agreement also provides, among other things, that, if employment is terminated by the Company without cause (as defined) or by the executive for good reason (as defined), the Company will pay the employee an amount equal to the salary which would have been payable over the current unexpired term of the employment agreement.

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION IN COMPENSATION DECISIONS

Prior to this Offering, the Company has had no separate Compensation Committee or other committee performing equivalent functions. As a result, compensation matters were performed by the Board of Directors or senior management. None of the Directors expected to serve on the Compensation Committee is an employee of the Company, and neither the Chief Executive Officer nor any other executive officer will serve on the Compensation Committee. No Director or executive officer of the company is a Director or executive officer of any other corporation that has a director or executive officer who is also a Director of the Company.

1998 STOCK OPTION PLAN

In order to attract and retain persons necessary for the success of the Company, the Company will adopt its 1998 Stock Option Plan (the 'Plan') reserving for issuance up to 750,000 shares of its Common Stock, pursuant to which officers, directors and key employees of the Company and consultants to the Company are eligible to receive incentive and/or non-qualified stock options. The Plan, which has a term of ten years from the date of its adoption, will be administered by the Board of Directors or a committee designated by the Board of Directors. The selection of participants, allotment of shares, determination of price and other conditions relating to the purchase of options will be determined by the Board of Directors, or a committee thereof, in its sole discretion. Incentive stock options granted under the Plan are exercisable for a period of up to 10 years from the date of grant at an exercise price which is not less than the fair market value of the Common Stock on the date of the grant, except that the term of an incentive stock option granted under the Plan to a shareholder owning more than 10% of the outstanding Common Stock may not exceed five years and its exercise price may not be less than 110% of the fair market value of the Common Stock on the date of the grant. Upon completion of the Offering, options for an aggregate of 67,181 shares, exercisable at a price of $1.61 per share during a nine-year period, granted to Bernard C. Boyle and Steven K. Budd, will be outstanding under the Plan. These options are exercisable for one-third of the shares covered thereby as of the earlier of June 30, 1998 or the completion of this Offering and for an additional one-third of the shares covered thereby in each of the next two years. No other options have been granted or exercised under the Plan. However, immediately after the completion of the Offering, the Company intends to grant incentive stock options to up to 200 employees covering between 250,000 and 300,000 shares of Common Stock. Such options will, generally, vest over three years and will be exercisable at the initial public offering price. Options for 7,500 shares will be granted to each of the Company's three outside directors upon their taking office immediately following the closing of the Offering.

COMPENSATION OF DIRECTORS

Each non-employee member of the Board of Directors will receive an annual

director's fee of $8,000, payable quarterly in arrears, plus $1,000 for each meeting attended in person and $150 for each meeting attended telephonically and reimbursement for travel costs and other out-of-pocket expenses incurred in attending each Directors' meeting. In addition, committee members will receive $200 for each committee meeting attended in person and $100 for each committee meeting attended telephonically. Additionally, pursuant to the Plan, each non-employeeDirector upon election to the Board will receive options to purchase 7,500 shares of Common Stock exercisable at the fair market value on the date of grant. These options will vest one-third on the date of grant and one-third at the end of each subsequent year of service on the Board. In addition, each outside Director will receive options to purchase an additional 3,750 shares of Common Stock on the date of the Company's annual stockholders' meeting. Such options will have an exercise price equal to the fair market value of the Common Stock on the date of grant and will vest one-third upon grant and one-third on each of the first and second anniversary of the date of grant. See '-- 1998 Stock Option Plan.'

401(K) PLAN

The Company maintains a retirement plan (the '401(k) Plan') intended to qualify under Sections 401(a) and 401(k) of the Code. The 401(k) Plan is a defined contribution plan that covers employees of the Company at least 21 years of age, who have been employed by the Company for at least one year. Employees may contribute up to 15% of their annual wages (subject to an annual limit prescribed by the Code) as pre-tax salary deferral contributions. Effective January 1, 1997, the Company committed to make mandatory contributions to the 401(k) Plan to match employee contributions up to a maximum of 2% of each participating employee's annual wages. The Company's contribution to the 401(k) Plan for 1997 was approximately $172,000.

LIMITATION OF DIRECTORS' LIABILITY AND INDEMNIFICATION

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their shareholders for monetary damages for breach of directors' fiduciary duty of care. The Company's Certificate of Incorporation limits the liability of directors of the Company to the Company or its shareholders to the fullest extent permitted by Delaware law. See 'Description of Capital Stock -- Certain Provisions of the Company's Certificate of Incorporation and Bylaws.'

The Company's Certificate of Incorporation provides mandatory indemnification rights to any officer or Director of the Company who, by reason of the fact that he or she is an officer or Director of the Company, is involved in a legal proceeding of any nature. Such indemnification rights include reimbursement for expenses incurred by such officer or Director in advance of the final disposition of such proceeding in accordance with the applicable provisions of the DGCL. Insofar as indemnification for liabilities under the Securities Act may be provided to officers and Directors or persons controlling the Company, the Company has been informed that in the opinion of the Securities and Exchange Commission (the 'Commission'), such indemnification is against

public policy as expressed in the Securities Act and is, therefore, unenforceable.

There is no pending litigation or proceeding involving a Director, officer, employee or agent of the Company in which indemnification by the Company will be required or permitted. The Company is not aware of any threatened litigation or proceeding that may result in a claim for such indemnification.

CERTAIN TRANSACTIONS

During 1997, Boomer & Son, Inc. ('B&S'), a corporation which, prior to 1998 waswholly-owned by John P. Dugan, the Company's Chairman of the Board, provided advertisement production and placement services to the Company. John P. Dugan is not actively involved in B&S's business; however, John P. Dugan's son, Thomas Dugan, is active in B&S. The Company purchased advertising in the amount of $1.6 million through B&S at stated advertising rates set by the periodicals and publications in which advertisements were placed. B&S received a commission from the publications for its placement services. In addition, in 1997 B&S repaid approximately $196,000 of advances made to it by the Company in 1996. At December 31, 1997 the net amount due from B&S was approximately $27,000. See note 8 to the Company's Financial Statements. The Company anticipates that this amount will be repaid prior to the Offering.

At the end of 1997 John P. Dugan transferred his interest in B&S to his son, Thomas Dugan, and daughter-in-law, Kathleen Dugan. The Company and B&S propose to enter into an agreement pursuant to which B&S will continue to place advertising on behalf of the Company with various media. As of February 1, 1998 the total amount of advertising placed by B&S on behalf of the Company in 1998 was approximately $180,000. The Company believes that the amounts paid to B&S were no less favorable than would be available in an arms-length negotiated transaction with an unaffiliated entity. See note 8 to the Company's Financial Statements.

The Company and Charles T. Saldarini, the Company's President and Chief Executive Officer, entered into an employment agreement as of January 1, 1997, which provided for, among other things, a grant of shares of Common Stock to Mr. Saldarini. As a result of such grant, Mr. Saldarini owns 15.0% of the outstanding shares of Common Stock immediately prior to the Offering. In connection with such grant, the Company incurred a non-cash, non-recurring expense of $4.5 million for financial reporting purposes.

Peter Dugan, the son of John P. Dugan, the Company's Chairman of the Board, is employed by the Company as Director of New Business Development. In 1997 Peter Dugan received $90,160 in compensation from the Company.

The Company has been subject to taxation under Subchapter S of the Code since January 1, 1991 and under the corresponding provisions of the tax laws of the State of New Jersey since January 1, 1994. As a result, the net income of the Company, for Federal and New Jersey state income tax purposes, has been reported by and taxable directly to the Company's shareholders rather than to the Company. In 1996, the Company paid approximately $1.5 million to John P. Dugan, its then Chief Executive Officer and sole shareholder, as bonus compensation. In 1997, the Company paid an aggregate of approximately $2.5 million of bonus compensation to John P. Dugan and Mr. Saldarini, its Chairman of the Board and its Chief Executive Officer and President, respectively, and collectively, owners of all of the Company's Common Stock. The Company's S Corporation tax status will terminate upon the consummation of this Offering. Immediately prior to this Offering, the Company will make a final cash distribution to its existing shareholders reflecting stockholders' equity as of such date, currently estimated to be $3.2 million. This payment represents the shareholders' equity in the Company prior to the conversion date. In connection with this Offering, John P. Dugan and Charles T. Saldarini have agreed to indemnify and hold harmless the Company with respect to certain taxes relating to the Company's status as an S Corporation and the termination of such status.

On March 31, 1998 the Company will loan $1.1 million to its President and Chief Executive Officer, Charles T. Saldarini. The proceeds of this loan are intended to be used by Mr. Saldarini to pay income taxes relating to his receipt of shares of Common Stock. Such loan is for a term of 3 years, bears interest at a rate equal to 5.29% per annum payable quarterly in arrears and is secured by a pledge of the shares of Common Stock held by Mr. Saldarini.

PRINCIPAL SHAREHOLDERS

The following table sets forth certain information known to the Company regarding the beneficial ownership of Common Stock as of March 27, 1998 and as adjusted to reflect the sale of the shares offered hereby, by (i) each person known to the Company to be the beneficial owner of more than 5% of its outstanding shares of Common Stock, (ii) each Director and Director Nominee of the Company, (iii) each Named Executive Officer and (iv) all Directors, Director Nominees and Named Executive Officers of the Company as a group. Except as otherwise indicated, the persons or entities listed below have sole voting and investment power with respect to all shares of Common Stock owned by them.

<TABLE>
<CAPTION>

NAME AND ADDRESS(1)	NUMBER OF SHARES BENEFICIALLY OWNED(2)	PERCENTAGE OF SHARES BENEFICIALLY OWNED(2)	
		BEFORE OFFERING	AFTER OFFERING
<S>	<C>	<C>	<C>
John P. Dugan..	6,344,878	85.0%	61.8%
Charles T. Saldarini.......................................	1,119,684	15.0%	10.9%
Steven K. Budd...	13,063(3)	*	*
Bernard C. Boyle...	9,331(3)	*	*
John M. Pietruski..	2,500(3)	--	*
Jan Martens Vecsi..	2,500(3)	--	*
Gerald J. Mossinghoff......................................	2,500(3)	--	*
All Officers, Directors and Director Nominees as a group (9 persons)..	7,494,456(4)	100.0%	72.8%

</TABLE>

- ------------------

* Less than 1%.

(1) The addresses of Messrs. Dugan and Saldarini are c/o the Company, 599 MacArthur Boulevard, Mahwah, New Jersey 07430-2326.

(2) Pursuant to the rules of the Commission, shares of the Company's Common Stock that a person has the right to acquire within 60 days of the date hereof pursuant to the exercise of stock options are deemed to be outstanding for the purpose of computing the percentage ownership of such person but are not deemed outstanding for the purpose of computing the percentage ownership of any other person.

(3) Represents shares issuable pursuant to options exercisable within 60 days of the date hereof.

(4) Includes 29,894 shares issuable pursuant to options exercisable within 60 days of the date hereof.

All of the shares of Common Stock set forth in the above table are subject to agreements prohibiting the sale, assignment or transfer for 180 days from the date of this Prospectus without the prior written consent of Morgan Stanley & Co. Incorporated. See 'Underwriting.'

DESCRIPTION OF CAPITAL STOCK

The Company's authorized capital stock consists of 30,000,000 shares of Common Stock, par value of $.01 per share ('Common Stock'), and 5,000,000 shares of Preferred Stock, par value of $.01 per share ('Preferred Stock'). Upon completion of the Offering, there will be 10,264,562 shares of Common Stock outstanding and no shares of Preferred Stock outstanding. As of December 31, 1997, there were outstanding 7,464,562 shares of Common Stock held of record by two stockholders. In addition, upon completion of the Offering, options to purchase 67,181 shares of Common Stock will be outstanding.

COMMON STOCK

The holders of Common Stock are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders. Subject to the preferences that may be applicable to any outstanding Preferred Stock, the holders of Common Stock are entitled to receive dividends as and when declared by the Board of Directors out of funds legally available for dividends, and, in the event of liquidation, dissolution or winding up of the Company, to share ratably in all assets remaining after the payment of liabilities. The Common Stock has no preemptive, conversion or other subscription rights. All outstanding shares of Common Stock are fully paid and nonassessable.

PREFERRED STOCK

The Board of Directors is authorized to issue the undesignated Preferred Stock in one or more series, to determine the powers, preferences and rights, and the qualifications, limitations or restrictions, granted to or imposed upon any wholly unissued series of undesignated Preferred Stock, and to fix the number of shares constituting any series and the designation of such series, without any further vote or action by the shareholders. The issuance of Preferred Stock may have the effect of delaying, deferring or preventing a change in control of the Company and may adversely affect the voting and other rights of the holders of Common Stock.

CERTAIN PROVISIONS OF THE COMPANY'S CERTIFICATE OF INCORPORATION AND BYLAWS

The Company's Certificate of Incorporation limits the liability of directors of the Company to the fullest extent permitted under Section 102(b)(7) of the DGCL. To this end, no director of the Company will be liable to the Company or to its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the Company or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) any willful or negligent payment of an unlawful dividend, stock purchase, or redemption or (iv) any transaction from which the director derived an improper personal benefit.

The Certificate of Incorporation provides that the Board of Directors consist of three classes of directors serving for staggered three-year terms. As a result, one-third of the Company's Board of Directors will be elected each year. In accordance with the DGCL, directors serving on classified boards of directors may only be removed from office for cause. The Certificate of Incorporation provides that shareholders may take such action only by the affirmative vote of at least 66 2/3% of the voting stock outstanding.

The Company's Bylaws provide that only the Board of Directors may call a special meeting of shareholders and that shareholders must follow an advance notification procedure for certain shareholder nominations of candidates and for certain other shareholder business to be conducted at the annual meeting. These provisions could, under certain circumstances, operate to delay, defer or prevent a change in control of the Company.

These provisions could delay or frustrate the removal of incumbent directors or a change in control of the Company. The provisions also could discourage, impede or prevent a merger, tender offer or proxy contest, even if such event would be favorable to the interests of shareholders.

SECTION 203 OF THE DGCL

As a corporation organized under the laws of the State of Delaware, the Company is subject to Section 203 of the DGCL which restricts certain business combinations between the Company and an 'interested stockholder' (in general, a shareholder owning 15% or more of the Company's outstanding voting stock) or its

affiliates or associates for a period of three years following the date on which the shareholder becomes an 'interested stockholder.' The restrictions do not apply if (i) the corporation has elected in its certificate of incorporation not to be governed by the Delaware anti-takeover law (the Company has not made such an election), (ii) prior to a person qualifying as an 'interested stockholder,' the Board of Directors approves either the business combination or the transaction which would cause such individual to become an 'interested stockholder,' (iii) upon consummation of the transaction in which any person becomes an 'interested stockholder,' such person owns at least 85% of the voting stock of the Company outstanding at the time the transaction commences (excluding shares owned by certain employee stock ownership plans and persons who are both directors and officers of the Company) or (iv) on or subsequent to the date on which a person becomes an 'interested stockholder,' the business combination is both approved by the Board of Directors and authorized at an annual or special meeting of the Company's shareholders, without written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock not owned by the 'interested stockholder.'

TRANSFER AGENT AND REGISTRAR

The Transfer Agent and Registrar for the Company's Common Stock is American Stock Transfer & Trust Company.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to the offering there has been no market for the Common Stock of the Company. The Company can make no prediction as to the effect, if any, that sales of shares or the availability of shares for sale will have on the market price prevailing from time to time. Nevertheless, sales of significant amounts of the Common Stock in the public market, or the perception that such sales may occur, could adversely affect prevailing market prices. See 'Risk Factors -- Shares Eligible for Future Sale.'

Upon completion of the Offering, the Company will have 10,264,562 shares of Common Stock outstanding assuming no exercise of the Underwriters' over-allotment option and no exercise of outstanding options. Of these shares, the 2,800,000 shares offered hereby (3,220,000 shares if the Underwriters' over-allotment option is exercised in full) will be freely tradable without restrictions or further registration under the Securities Act, except for any shares purchased by 'affiliates' of the Company, as that term is defined in Rule 144 under the Securities Act ('Affiliates'), which will be subject to the resale limitations imposed by Rule 144, as described below. The remaining 7,464,562 shares of Common Stock held by existing shareholders are 'restricted securities' within the meaning of Rule 144 and may not be resold in the absence of registration under the Securities Act or pursuant to exemptions from such registration including, among others, the exemption provided by Rule 144 under the Securities Act ('Restricted Shares'). Restricted Shares may be sold in the public market only if registered or if they qualify for an exemption from registration under Rule 144 or 701 promulgated under the Securities Act, which rules are summarized below.

All of the Company's executive officers and directors, who beneficially own 7,464,562 shares of Common Stock and options to purchase 67,181 shares of Common Stock, have agreed that they will not, without the prior written consent of Morgan Stanley & Co. Incorporated (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly any shares of Common Stock or any securities convertible into or exercisable or exchangeable for shares of Common Stock, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, for a period of 180 days after the date of this Prospectus. The restrictions described in the preceding sentence do not apply to transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Offering. As a result of such contractual restrictions and the provisions of Rule 144 and 701, the Restricted Shares will be available for sale in the public market as follows: (i) no such shares will be eligible for immediate sale on the date of this Prospectus; and (ii) all of such shares will be eligible for sale upon expiration of the lock-up agreements 180 days after the date of this Prospectus, subject to the volume limitations and other conditions of Rule 144 described below.

In general, under Rule 144 as currently in effect, beginning 90 days after the date of this Prospectus, a person (or persons whose shares are required to be aggregated) whose restricted securities have been outstanding for at least one year, including a person who may be deemed an 'affiliate' of the Company, may only sell a number of shares within any three-month period which does not exceed the greater of (i) one percent of the then outstanding shares of the Company's Common Stock (approximately 102,646 shares after the Offering, 106,846 if the over-allotment option is exercised in full) or (ii) the average weekly trading volume in the Company's Common Stock in the four calendar weeks immediately preceding such sale. Sales under Rule 144 are also subject to certain requirements as to the manner of sale, notice and the availability of current public information about the Company. A person who is not an affiliate of the issuer, has not been an affiliate within three months prior to the sale and has owned the restricted securities for at least two years is entitled to sell such shares under Rule 144(k) without regard to any of the limitations described above.

Beginning 90 days after the date of this Prospectus, certain shares issued or issuable upon the exercise of options granted by the Company prior to the date of this Prospectus will also be eligible for sale in the public market pursuant to Rule 701 under the Act. In general, Rule 701 permits resales of shares issued pursuant to certain compensatory benefit plans and contracts commencing 90 days after the issuer becomes subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, in reliance upon Rule 144, but without compliance with certain restrictions of Rule 144, including the holding period requirements. The Company has granted options covering 67,181 shares of Common Stock which have not been exercised and

which become exercisable at various times in the future. Any shares of Common Stock issued upon the exercise of these options will be eligible for sale pursuant to Rule 701.

The Company intends to file a registration statement under the Securities Act covering 750,000 shares of Common Stock reserved for issuance under the 1998 Stock Option Plan. Such registration statement is expected to be filed and become effective as soon as practicable after the effective date of this Offering. Accordingly, shares registered under such registration statement will, subject to Rule 144 volume limitations applicable to Affiliates, be available for sale in the open market unless such shares are subject to vesting restrictions with the Company. As of December 31, 1997, there were outstanding options for the purchase of 67,181 shares of Common Stock and immediately following completion of this Offering it is anticipated that the Company will grant options to purchase an additional 250,000 to 300,000 shares of Common

Stock.

UNDERWRITERS

Under the terms and subject to the conditions in the Underwriting Agreement dated the date hereof (the 'Underwriting Agreement'), the Underwriters named below (the 'Underwriters'), for whom Morgan Stanley & Co. Incorporated, William Blair & Company, L.L.C. and Hambrecht & Quist LLC are serving as Representatives (the 'Representatives'), have severally agreed to purchase, and the Company has agreed to sell to the Underwriters, severally, the respective number of shares of Common Stock set forth opposite the names of such Underwriters below:

<TABLE>
<CAPTION>

NAME	NUMBER OF SHARES
<S>	<C>
Morgan Stanley & Co. Incorporated..	
William Blair & Company, L.L.C...	
Hambrecht & Quist LLC..	
Total..	2,800,000

</TABLE>

The Underwriting Agreement provides that the obligations of the several Underwriters to pay for and accept delivery of the shares of Common Stock offered hereby are subject to the approval of certain legal matters by their counsel and to certain other conditions. The Underwriters are obligated to take and pay for all the shares of Common Stock offered hereby (other than those covered by the over-allotment option described below) if any such shares are taken.

The Underwriters initially propose to offer part of the shares of Common Stock directly to the public at the public offering price set forth on the cover page hereof and part to certain dealers at a price which represents a concession not in excess of $ a share under the public offering price. Any Underwriter may allow, and such dealers may reallow, a concession not in excess of $ a share to other Underwriters or to certain other dealers. After the initial offering of the shares of Common Stock, the offering price and other selling terms may from time to time be varied by the Underwriters.

The Company has granted the Underwriters an option, exercisable for 30 days from the date of the Prospectus, to purchase up to 420,000 additional shares of Common Stock at the public offering price set forth on the cover page hereof, less underwriting discounts and commissions. The Underwriters may exercise such option to purchase solely for the purpose of covering over-allotments, if any, made in connection with the offering of the shares of Common Stock offered hereby. To the extent such option is exercised, each Underwriter will become obligated, subject to certain conditions, to purchase approximately the same

percentage of such additional shares as the number set forth next to such Underwriter's name in the preceding table bears to the total number of shares of Common Stock offered by the Underwriters hereby.

See 'Shares Eligible for Future Sale' for a description of certain arrangements by which all of the Company's executive officers and directors, who beneficially own 7,464,562 shares of Common Stock and options to purchase 67,181 shares of Common Stock, have agreed not to sell or otherwise dispose of Common Stock or convertible securities of the Company for up to 180 days after the date of this Prospectus without the prior written consent of Morgan Stanley & Co. Incorporated. The Company has agreed in the Underwriting Agreement that it will not, directly or indirectly, without the prior written consent of Morgan Stanley & Co. Incorporated, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any shares of Common Stock or any securities convertible into or exchangeable for Common Stock, for a period of 180 days after the date of this Prospectus. The preceding sentence does not apply to the issuance by the Company of shares of Common Stock upon the exercise of an option or warrant or the conversion of a security outstanding on the date of the Underwriting Agreement of which the Underwriters have been advised in writing.

At the request of the Company, the Underwriters have reserved for sale at the initial public offering price up to 140,000 shares offered hereby for officers, directors, employees and certain other persons associated with the Company. The number of shares available for sale to the general public will be reduced to the extent such persons purchase such reserved shares. Any reserved shares not so purchased will be offered by the Underwriters to the general public on the same basis as the other shares offered hereby.

The Representatives have informed the Company that the Underwriters do not intend to confirm sales in excess of five percent of the total number of shares of Common Stock offered hereby to accounts over which they exercise discretionary authority.

The Company and the Underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

Application has been made to list the Common Stock for quotation on the Nasdaq National Market under the symbol 'PDII.'

In order to facilitate the offering of the Common Stock, the Underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the Common Stock. Specifically, the Underwriters may overallot in connection with the Offering, creating a short position in the Common Stock for their own account. In addition, to cover over-allotments or to stabilize the price of the Common Stock, the Underwriters may bid for, and purchase, shares of Common Stock in the open market. Finally, the underwriting syndicate may reclaim selling concessions allowed to an underwriter or a dealer for distributing the Common Stock in the offering, if the syndicate repurchases previously distributed Common Stock in transactions to cover syndicate short positions, in stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of the Common Stock above independent market levels. The Underwriters are not required to engage in these activities, and may cease any of these activities at any time.

PRICE OF THE OFFERING

Prior to the Offering, there has been no public market for the Common Stock. The initial public offering price for the Common Stock will be determined by negotiations between the Company and the Representatives. Among the factors considered in determining the initial public offering price will be the future prospects of the Company and its industry in general; revenue, earnings and certain other financial and operating information of the Company in recent periods; and certain ratios, market prices of securities and certain financial operating information of companies engaged in activities similar to those of the Company. The estimated initial public offering price range set forth on the cover page of this Prospectus is subject to change as a result of market conditions or other factors.

LEGAL MATTERS

The validity of the Common Stock offered hereby will be passed upon for the Company by Morse, Zelnick, Rose & Lander, LLP, 450 Park Avenue, New York, New

York 10022 and for the Underwriters by Ropes & Gray, One International Place, Boston, Massachusetts 02110. Certain matters relating to rules and regulations

promulgated by the FDA and other regulatory matters will be passed upon for the Company by Farkas & Manelli, P.L.L.C., 1233 20th Street, N.W. Suite 700, Washington, D.C. 20036-2396.

EXPERTS

The balance sheets as of December 31, 1997 and 1996 and the statements of operations, cash flows and shareholders' equity for each of the three years in the period ended December 31, 1997 included in this Prospectus, have been included herein in reliance on the report of Coopers & Lybrand L.L.P., independent accountants, given on the authority of that firm as experts in accounting and auditing.

ADDITIONAL INFORMATION

The Company has filed with the Securities and Exchange Commission (the 'Commission') a Registration Statement on Form S-1 under the Securities Act, with respect to the Common Stock offered hereby. As permitted by the rules and regulations of the Commission, this Prospectus, which is part of the Registration Statement, omits certain information, exhibits, schedules and

undertakings set forth in the Registration Statement. For further information pertaining to the Company and the Common Stock, reference is made to such Registration Statement and the exhibits and schedules thereto. Statements contained in this Prospectus as to the contents or provisions of any documents referred to herein are not necessarily complete, and in each instance where a copy of the document has been filed as an exhibit to the Registration Statement, reference is made to the exhibit so filed. The Registration Statement may be inspected without charge at the office of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549. Copies of the Registration Statement may be obtained from the Commission at prescribed rates from the Public Reference Section of the Commission at such address, and at the Commission's regional offices located at 7 World Trade Center, 13th Floor, New York, New York 10048, and at Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. In addition, registration statements and certain other filings made with the Commission through its Electronic Data Gathering, Analysis and Retrieval ('EDGAR') system are publicly available through the Commission's site on the Internet's World Wide Web, located at http://www.sec.gov. The Registration Statement, including all exhibits thereto and amendments thereof, has been filed with the Commission through EDGAR.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained herein under 'Prospectus Summary,' 'Risk Factors,' 'Summary Financial Data,' 'Selected Financial Data,' 'Management's Discussion and Analysis of Financial Condition and Results of Operations' and 'Business,' including, without limitation, those concerning (i) the Company's strategy, (ii) the Company's expansion plans and (iii) the Company's capital expenditures contain forward-looking statements (within the meaning of Section 27A of the Securities Act) concerning the Company's operations, economic performance and financial condition. Because such statements involve risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. Factors that could cause such differences include, but are not limited to, those discussed under 'Risk Factors.' The Company undertakes no obligation to publicly release the result of any revisions to these forward-looking statements that may be made to reflect any future events or circumstances.

INDEX TO FINANCIAL STATEMENTS

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<S>	<C>

</TABLE>

After the merger discussed in Note 2 to the Financial Statements is effected, we will be in a position to render the following report.

/s/ Coopers & Lybrand L.L.P.

Parsippany, New Jersey
February 3, 1998

REPORT OF INDEPENDENT ACCOUNTANTS

To the Stockholders and
Board of Directors of Professional Detailing, Inc.:

We have audited the accompanying balance sheets of Professional Detailing,

Inc. as of December 31, 1997 and 1996, and the related statements of operations, cash flows and shareholders' equity for each of the three years in the period ended December 31, 1997. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the finanicial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Professional Detailing, Inc. as of December 31, 1997 and 1996, and the results of their operations and their cash flows for the three years in the period ended December 31, 1997, in conformity with generally accepted accounting principles.

Parsippany, New Jersey
February 3, 1998, except as
to the information presented
in Note 2, for which the date
is .

PROFESSIONAL DETAILING, INC.

BALANCE SHEETS

<TABLE>
<CAPTION>

	DECEMBER 31,		
			PRO FORMA
	1996	1997	1997
			(UNAUDITED)
<S>	<C>	<C>	<C>
ASSETS			
Current Assets:			
Cash and Cash Equivalents	$2,403,011	$ 5,759,918	$ 5,084,197
Contract Payments Receivable	3,037,566	2,073,356	2,073,356
Unbilled Costs and Accrued Profits on Contracts in Progress	2,372,518	4,986,454	4,986,454
Receivable from Affiliate, net	84,327	27,161	27,161
Other Current Assets	30,000	297,032	297,032
Total Current Assets	7,927,422	13,143,921	12,468,200
Net Property, Plant & Equipment:	395,062	547,377	547,377
Total Assets	$8,322,484	$13,691,298	$13,015,577
LIABILITIES AND SHAREHOLDERS' EQUITY			
Current Liabilities:			
Accounts Payable	$ 608,895	$ 473,832	$ 473,832
Note Payable	--	68,365	68,365
Accrued Incentives	2,905,506	2,806,839	2,806,839
Accrued Salaries and Wages	896,202	1,417,789	1,417,789
Unearned Contract Revenue	3,925,853	6,131,322	6,131,322
Other Accrued Expenses	463,754	2,117,330	2,117,330
Total Current Liabilities	8,800,210	13,015,477	13,015,477
Commitments and Contingencies			
Shareholders' Equity:			
Common Stock, $.01 par value; 30,000,000 shares authorized; shares issued and outstanding, 1996 - 7,464,562; 1997 - 7,464,562	100	100	100
Additional Paid-In Capital	--	4,193,852	101,822
Retained Deficit	(467,486)	(3,416,309)	--
Deferred Compensation	--	(101,822)	(101,822)
Shareholder Loan	(10,340)	--	--
Total Shareholders' Equity (Deficit)	(477,726)	675,821	100
Total Liabilities & Equity	$8,322,484	$13,691,298	$13,015,577

</TABLE>

The accompanying notes are an integral part of these financial statements

PROFESSIONAL DETAILING, INC.
STATEMENTS OF OPERATIONS

<TABLE>
<CAPTION>

	FOR THE YEAR ENDED DECEMBER 31,		
	1995	1996	1997
<S>	<C>	<C>	<C>
Revenue	$18,398,554	$33,014,960	$54,541,818
Program Expenses, including related party amounts of $0, $671,810 and $1,564,606 for the periods ended December 31, 1995, 1996 and 1997, respectively	15,427,428	26,886,445	43,057,196

Gross Profit	2,971,126	6,128,515	11,484,622
Compensation Expense	2,124,470	3,190,984	5,120,969
Bonus to Majority Shareholder	425,000	1,500,000	2,243,000
Stock Grant Expense	--	--	4,470,000
Other General, Selling & Administrative Expenses	1,158,475	1,650,049	2,754,522
Total General, Selling & Administrative Expenses	3,707,945	6,341,033	14,588,491
Operating Loss	(736,819)	(212,518)	(3,103,869)
Other Income, Net	69,981	98,072	155,046
Net Loss	$ (666,838)	$ (114,446)	$(2,948,823)
Pro Forma Data (unaudited) (see note 3)			
Net Loss, as reported	(666,838)	(114,446)	(2,948,823)
Pro Forma Income Tax Benefit	120,969	--	--
Pro Forma Net Loss	$ (545,869)	$ (114,446)	$(2,948,823)
Pro Forma Basic Net Loss Per Share	$ (0.07)	$ (0.02)	$ (0.40)
Pro Forma Diluted Net Loss Per Share	$ (0.07)	$ (0.02)	$ (0.40)
Pro Forma Basic and Diluted Weighted Average Number of Shares Outstanding	7,464,562	7,464,562	7,464,562

</TABLE>

The accompanying notes are an integral part of these financial statements

PROFESSIONAL DETAILING, INC.

STATEMENTS OF CASH FLOWS

<TABLE>
<CAPTION>

	FOR THE YEAR ENDED DECEMBER 31,		
	1995	1996	1997
<S>	<C>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Loss From Operations	$ (666,838)	$ (114,446)	$(2,948,823)
Adjustments to reconcile net loss to net cash provided by/(used in) operating activities:			
Depreciation	85,040	104,531	137,852
Non-Cash Compensation Expense -- Stock Grant to Officer	--	--	4,050,000
Non-Cash Compensation Expense -- Stock Options	--	--	42,030
Other changes in assets and liabilities:			
(Increase) decrease in contract payments receivable	2,779,325	(188,033)	964,210
(Increase) decrease in unbilled costs	(2,138,421)	138,271	(2,613,936)
(Increase) decrease in other current assets	136,354	22,253	(267,032)
Increase (decrease) in trade accounts payable	538,152	55,743	(135,063)
Increase in accrued liabilities	825,228	2,522,659	422,920
Increase (decrease) in unearned contract revenue	(1,721,519)	(382,536)	2,205,469
Increase (decrease) in payable to affiliate	--	284,877	(138,859)
Increase (decrease) in other current liabilities	(68,947)	360,107	1,653,576
Net Cash Provided By/(Used In) Operating Activities	(231,626)	2,803,426	3,372,344

CASH FLOWS PROVIDED BY/(USED IN) INVESTING ACTIVITIES

Purchase of equipment	(139,415)	(271,503)	(290,167)
Advances to affiliate	--	(369,204)	--
Repayments of advances from affiliate	--	--	196,025
Net Cash Provided By/(Used In) Investing Activities	(139,415)	(640,707)	(94,142)
CASH FLOWS PROVIDED BY/(USED IN) FINANCING ACTIVITIES			
Proceeds from issuance of note payable	--	--	100,000
Payments on note payable	--	--	(31,635)
Repayment of shareholder loan	--	--	10,340
Net Cash Provided By/(Used In) Financing Activities	--	--	78,705
Net Increase/(Decrease) In Cash And Cash Equivalents	(371,041)	2,162,719	3,356,907
Cash And Cash Equivalents -- Beginning	611,333	240,292	2,403,011
Cash And Cash Equivalents -- Ending	$ 240,292	$2,403,011	$ 5,759,918
Cash Paid for Interest	--	--	$ 7,179

</TABLE>

The accompanying notes are an integral part of these financial statements

PROFESSIONAL DETAILING, INC.
STATEMENT OF SHAREHOLDERS' EQUITY

<TABLE>
<CAPTION>

	COMMON STOCK OUTSTANDING SHARES	AMOUNT	DEFERRED COMPENSATION	SHAREHOLDER LOAN	ADDITIONAL PAID IN CAPITAL	RETAINED EARNINGS/(DEFICIT)
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance -- December 31, 1994	7,464,562	$100	--	(10,340)	--	313,798
Net loss for the year ended December 31, 1995	--	--	--	--	--	(666,838)
Balance -- December 31, 1995	7,464,562	$100	$ --	$ (10,340)	$ --	$ (353,040)
Net loss for the year ended December 31, 1996	--	--	--	--	--	(114,446)
Balance -- December 31, 1996	7,464,562	100	--	(10,340)	--	(467,486)
Stock Grant	--	--	--	--	4,050,000	--
Deferred Compensation-Stock Options	--	--	(101,822)	--	143,852	--
Repayment of shareholder loan	--	--	--	10,340	--	--
Net loss for the year ended December 31, 1997	--	--	--	--	--	(2,948,823)
Balance -- December 31, 1997	7,464,562	$100	$ (101,822)	$ 0	$4,193,852	$ (3,416,309)

</TABLE>

The accompanying notes are an integral part of these financial statements

PROFESSIONAL DETAILING, INC.

NOTES TO FINANCIAL STATEMENTS

1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Professional Detailing, Inc. (the 'Company') is a leading provider of comprehensive customized sales solutions on an outsourced basis to the United States pharmaceutical industry.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the Company to make estimates and assumptions that affect the amounts reported in the financial statements. Actual results could differ from those estimates. Significant estimates include revenue and costs associated with the contracts, which are used for purposes of applying the percentage-of-completion method.

Revenue Recognition

Revenue is earned primarily by performing services under contracts with clients and is recognized under the percentage of completion method. Revenue includes estimated fees or profits to be earned pursuant to contracts calculated on the basis of the relationship between program costs, excluding initial direct program costs, and total estimated program costs, excluding initial direct program costs. There are two significant categories of program costs: (i) initial direct program costs, which are associated with the recruitment and formal training of the sales representatives and managers so that they are qualified to properly render the services specified in the contracts and (ii) personnel costs, which are salaries and related fringe benefits for the representatives and managers who are responsible for the direct performance of the activities specified in the contracts. Initial direct costs associated with the recruitment and training of representatives are deferred and recognized over the life of the corresponding contracts.

Estimated revenue and costs are reviewed and revised periodically throughout the lives of the contracts, with adjustment to profits resulting from such revisions being recorded on a cumulative basis in the period in which the revisions are made. In the period in which it is determined that a loss results from the performance of a contract, the entire amount of the estimated ultimate loss is charged against income.

The Company's contracts generally are for terms of six months to one year and are subject to renewal upon expiration. In addition, a single contract may account for a significant portion of the Company's total revenue. The Company's contracts may be terminated by the client at any time for any reason. Also,

contracts typically contain significant penalties if the Company fails to meet stated performance benchmarks. While the cancellation of certain of the Company's contracts by a client without cause may result in the imposition of penalties on such client, such penalties may not act as an adequate deterrent to the termination of any such contracts. In addition, there can be no assurance that such penalties will offset the lost revenue or the costs incurred by the Company as a result of any such termination. The loss or termination of one or more contracts could have a material adverse affect on the Company's business and results of operations. To date, no programs have been terminated for cause.

Fair Value of Financial Instruments

The book values of cash and cash equivalents, contract payments receivable, accounts payable and other financial instruments approximate their fair values principally because of the short-term maturities of these instruments. The fair value of the Company's note payable is estimated based on the current rates offered to the Company for debt of similar terms and maturities. Under this method, the fair value of the Company's note payable was not significantly different than the book value of December 31, 1997.

1. NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES--(CONTINUED)

Unbilled Costs and Accrued Profits and Unearned Contract Revenue

In general, contractual provisions including predetermined payment schedules, the achievement of contract milestones or submission of appropriate billing detail establish prerequisites for billings. Unbilled costs and accrued profits arise when services have been rendered but clients have not been billed. These amounts are classified as a current asset. Normally, the clients agree to pay the Company a portion of the fee due under a contract in advance of performance of services because of large recruiting and employee development costs associated with the beginning of a contract. The excess of amounts billed over revenue recognized represents unearned contract revenue, which is classified as a current liability.

Cash and Cash Equivalents

Cash and cash equivalents consist of unrestricted cash accounts and Certificates of Deposit with a maturity of three months or less at the date of purchase.

Property, Plant and Equipment

Property, plant and equipment are stated at cost. The estimated useful lives of asset classifications are seven years for furniture and fixtures and

five years for office equipment and computer equipment. Depreciation is computed using the straight-line method, and the cost of leasehold improvements is amortized over the shorter of the estimated service lives or the terms of the related leases. Repairs and maintenance are charged to expense as incurred. Upon disposition, the asset and related accumulated depreciation are relieved and any gains or losses are reflected in operations.

Stock-Based Compensation

Statement of Financial Accounting Standard No. 123, 'Accounting for Stock-Based Compensation' allows companies a choice of measuring employee stock-based compensation expense based on the fair value method of accounting or based upon the intrinsic value approach under APB Opinion No. 25. The Company has elected to measure compensation expense based upon the intrinsic value approach under APB Opinion No. 25.

Advertising

The Company recognizes advertising costs as incurred. The total amounts charged to advertising expense were $242,408, $87,104 and $159,206 for the years ended December 31, 1995, 1996 and 1997, respectively.

Income Taxes

The Company elected to be taxed under Subchapter S of the Internal Revenue Code of 1986, as amended effective January 1, 1991 and under the corresponding provisions of the laws of the State of New Jersey effective January 1, 1994. Consequently, the Company has not been subject to Federal or New Jersey state income taxes, other than a New Jersey corporate income tax of approximately 2%.

2. ANTICIPATED MERGER (UNAUDITED)

In connection with a contemplated initial public offering (the 'IPO'), the Company will reincorporate in Delaware. To effect such reincorporation, Professional Detailing, Inc., a New Jersey corporation (the 'New Jersey Entity') will merge with and into Professional Detailing, Inc., a Delaware corporation (the 'Delaware Entity'). As a result of the merger, the existing shareholders will own 7,464,562 shares of the Delaware Entity's common stock which shares will constitute all of the issued and outstanding shares of common stock of the Delaware Entity prior to the IPO. In addition, outstanding option to purchase common stock of the New Jersey Entity will be converted into 67,181 options to purchase shares of common stock of the Delaware Entity at a

ANTICIPATED MERGER--(CONTINUED)

$1.61 per share. The conversion of shares and options related to the anticipated merger has been retroactively reflected in the Company's financial statements.

3. PRO FORMA BASIC AND DILUTED NET LOSS PER SHARE (UNAUDITED)

Pro forma basic and diluted net loss per share was calculated based on the requirements of Statement of Financial Accounting Standards ('SFAS') No. 128, 'Earnings Per Share.'

At December 31, 1997, outstanding options to purchase 67,181 shares of common stock with an exercise price of $1.61 per share could potentially dilute basic earnings per share in the future but have not been included in the computation of pro forma diluted net loss per share because to do so would have been antidilutive for the periods presented. As a result, basic and diluted earnings per share were equivalent for the periods presented.

4. PROPERTY, PLANT AND EQUIPMENT

Property, Plant and Equipment consists of the following:

<TABLE>
<CAPTION>

	DECEMBER 31, 1996	DECEMBER 31, 1997
<S>	<C>	<C>
Furniture and fixtures	$ 38,175	$ 81,759
Office equipment	176,366	217,796
Computer equipment	600,200	805,353
Leasehold improvements	18,693	18,693
Total Property, Plant and Equipment	833,434	1,123,601
Less accumulated depreciation and amortization	438,372	576,224
Property, Plant and Equipment, net	$395,062	$ 547,377

</TABLE>

5. OPERATING LEASES

The Company leases facilities and certain equipment under agreements

classified as operating leases. Lease expense under these agreements for the twelve months ended December 31, 1995, 1996 and 1997 were $139,070, $165,020 and $182,353, respectively. The Company's facilities lease expires on April 29, 1998. The Company has entered into a new lease to take effect May 1, 1998 for a term of 66 months with an option to extend for an additional five years.

The following is a schedule by year of the future minimum lease payments as of December 31, 1997 required under these agreements:

1998	$ 368,506
1999	581,954
2000	558,075
2001	550,688
2002	550,687
Thereafter	525,656
Total	$ 3,135,566

6. SIGNIFICANT CUSTOMERS

During 1995, 1996 and 1997, the Company had several significant customers for which it provided services under specific contractual arrangements. The following sets forth the revenue generated by customers who accounted for more than 10% of the Company's revenue during each of the periods presented.

6. SIGNIFICANT CUSTOMERS--(CONTINUED)

	YEARS ENDED DECEMBER 31,		
CUSTOMERS	1995	1996	1997
A	$7,736,949	$9,878,375	$13,501,927
B	*	*	12,253,147
C	3,073,356	5,456,868	10,543,052
D	1,861,630	5,389,530	*
E	*	6,925,230	*
F	2,758,620	*	*

- ------------------
* Less than 10% of revenue.

At December 31, 1996 and 1997, these customers represented 98.3% and 79.5%, respectively, of outstanding receivables and unbilled services. The loss of any one of the foregoing customers could have a material adverse effect on the Company's financial position, results of operations or cash flows.

7. BORROWINGS

On January 7, 1997, the Company entered into a $100,000 note payable agreement with a commercial bank with an interest rate of 8.25% maturing on January 7, 2000. The note is collateralized by all present and future assets of the Company and a personal guarantee by the majority shareholder. Payments of $3,145, including principal and interest, are payable monthly. In addition the Company has a $500,000 line of credit from the bank under which interest would be payable monthly on the outstanding balance at a floating rate equal to 1% above the prime rate. The Company has also obtained a commitment from the bank for a $1 million line of credit, the proceeds of which are to be used exclusively for capital expenditures. This line would be for a term of nine months and would bear interest payable monthly at a floating rate equal to 0.75% above the prime rate. At the end of the nine months, any outstanding balance would be payable in 60 equal monthly installments of principal and interest computed at a rate of 0.75% above the prime rate on the date of conversion.

As of December 31, 1997, the Company has not drawn on either line. Both lines are secured collateralized by a lien on all of the assets of the Company and the personal guaranty of the Company's majority shareholder. In addition, if the Company were to draw on such lines, it could be subject to certain restrictive financial covenants and other customary provisions found in commercial loan documentation. Committment fees associated with the lines are immaterial.

8. RELATED PARTY TRANSACTIONS

In 1996 and 1997, the Company purchased certain print advertising for initial recruitment of representatives through a company that was wholly-owned by the Company's majority shareholder. Additionally, the Company also provided administrative services to this affiliate. The net amounts charged to the Company for these purchases amounted to $671,810 and $1,564,606 for the years ended December 31, 1996 and 1997. As of December 31, 1996 and 1997, the amounts payable to affiliate totaled $284,877 and $146,018, respectively. The Company also made advances to this affiliate in 1996. As of December 31, 1996 and 1997, the amounts due the Company as a result of these advances were $369,204 and $173,179, respectively.

9. LOAN TO SHAREHOLDER

As of December 31, 1996 and 1995, the Company had loans of $10,340 to its then sole shareholder. Such loans were repaid in 1997.

10. RETIREMENT PLANS

In 1995, 1996 and 1997, the Company provided its employees with a qualified profit sharing plan with 401(k) features. The Company made contributions of $58,667, $99,917 and $172,310 to this plan for the years ended December 31, 1995, 1996 and 1997, respectively.

Effective January 1, 1997, the Company has committed to make mandatory contributions to the 401(k) plan. This commitment requires contributions from the Company each year equal to 100% of the amount contributed by each employee up to 2% of the employee's wages. Any additional contribution to the plan is at the discretion of the Company.

11. COMMITTMENTS AND CONTINGENCIES

The Company is engaged in the business of detailing pharmaceutical products. Such activities could expose the Company to risk of liability for personal injury or death to persons using such products, although the Company does not commercially market or sell the products to end users. While the Company has not been subject to any claims or incurred any liabilities due to such claims, there can be no assurance that substantial claims or liabilities will not arise in the future. The Company seeks to reduce its potential liability through measures such as contractual indemnification provisions with clients (the scope of which may vary from client to client, and the performances of which are not secured) and reliance on insurance maintained by clients. The Company could, however, also be held liable for errors and omissions of its employees in connection with the services it performs that are outside the scope of any indemnity. The Company could be materially and adversely affected if it were required to pay damages or incur defense costs in connection with a claim that is outside the scope of the indemnification agreements; if the indemnity, although applicable, is not performed in accordance with its terms; or if the Company's liability exceeds the amount of applicable insurance or indemnity. The Company currently does not carry product liability insurance and is not insured against the errors and omissions of its employees.

From time to time the Company is involved in litigation incidental to its business. The Company is not currently a party to any pending litigation which, if decided adversely to the Company, would have a material adverse effect on the business, financial condition or results of operations of the Company and the Company is not aware of any material threatened litigation.

12. STOCK GRANT

In January of 1997, the Company issued 1,119,684 shares of its common stock to its President and Chief Operating Officer. As a result, Mr. Saldarini owned 15.0% of the Company's outstanding shares of common stock at that time (taking into account the issuance of such shares).

This grant of stock was in consideration of services performed on behalf of the Company. The value of the shares, as determined by Hempstead & Co. Incorporated, independent valuation experts, was $4,050,000. Such valuation was prepared utilizing standard valuation techniques used to value businesses including discounted cash flow and comparable transactions. The Company has recognized $4,470,000 in compensation and related expenses in the first quarter of 1997. Such related expenses include a reserve for taxes which the Company may incur in connection with such grant.

13. STOCK OPTION PLAN

Effective in January of 1997, the Company adopted its 1997 Stock Option Plan (the 'Plan'). A total of 74,646 shares of common stock have been reserved for issuance under the Plan. Pursuant to the Plan, the Company may grant incentive stock options and nonqualified options to eligible officers, directors and key employees and consultants of the Company. The selection of participants, allotment of shares, determination of price and other conditions relating to the granting of options is currently determined by the Company's

13. STOCK OPTION PLAN--(CONTINUED)

shareholders. As of December 31, 1997 there were 7,465 shares remaining in the Plan which were available for future grants.

Options granted under the Plan, once vested, are exercisable for a period of up to 10 years from the date of grant at an exercise price which is not less than 100% of the fair market value of the common stock on the date of grant, unless otherwise determined by the Company's shareholders.

During 1997, there were two grants of stock options to officers of the Company, one in January for 39,189 shares at an exercise price of $1.61 and one in March for 27,992 shares at an exercise price of $1.61. Both grants expire on December 31, 2005. In connection with the grant of such options, the Company will amortize $143,852 of compensation expense over the expected vesting period. The options are expected to vest as follows: one-third shall be exercisable on the earlier of June 30, 1998 or the date of the initial public offering (the 'Initial Exercise Date'), another third shall become exercisable on the first anniversary of the Initial Exercise Date and the final third become exercisable on the second anniversary of the Initial Exercise Date. As of December 31, 1997, none of the options were exercisable as the public offering had not yet taken place and $42,030 of compensation expense has been recognized. The weighted-average remaining contractual life of the outstanding options was 8.0 years. The weighted average grant price was $1.61. There were no options granted for any period prior to January 1, 1997.

Had compensation cost for the Company's stock option grants been determined for awards consistent with the fair value approach of Statement of Financial Accounting Standard No. 123, 'Accounting for Stock Based Compensation,' which requires recognition of compensation cost ratably over the vesting period of the underlying instruments, the Company's pro forma net loss and pro forma basic and diluted loss per share would have been adjusted to the amounts indicated below:

	1997
Pro forma Net loss--As reported	(2,948,823)
Pro forma Net loss--As adjusted	(2,999,105)
Pro forma Basic and Diluted Loss Per Share--as reported	(0.40)
Pro forma Basic and Diluted Loss Per Share--as adjusted	(0.40)

Compensation cost for the determination of Net loss--As adjusted and related per share amounts were estimated using a minimum value approach with an option pricing model and the following assumptions (i) risk free interest rate 6.27%, (ii) expected life 5 years, (iii) expected dividends--0. The fair value of options granted during 1997 was $172,169.

14. PRO FORMA INFORMATION (UNAUDITED)

Pro Forma Provision For (Benefit From) Income Tax

The accompanying financial statements reflect a provision/benefit for income taxes on a pro forma basis as if the Company were subject to Federal and New Jersey state income taxes as a taxable corporate entity throughout the years presented. The pro forma income tax provision is based upon the statutory rates in effect for C Corporations during the periods presented.

Certain events, including the public offering of the Company's common stock, will automatically terminate the Company's S Corporation status, thereby subjecting future income to Federal and New Jersey state income taxes. Due to temporary differences in the recognition of revenue and expenses, income for financial reporting purposes has exceeded income for income tax purposes. Accordingly, the application of the provisions of SFAS No. 109, 'Accounting for Income Taxes' will result in the recognition of a net deferred tax liability (and a corresponding one-time charge to expense) in the period in which the initial public offering occurs. If the S Corporation status had been terminated as of December 31, 1997, this amount would have been immaterial.

14. PRO FORMA INFORMATION (UNAUDITED)--(CONTINUED)

Pro Forma Balance Sheet

The December 31, 1997 pro forma balance sheet as set forth herein reflects the estimated distribution as of December 31, 1997 of $675,721 to the Company's shareholders immediately prior to the public offering. Such distribution is assumed to be funded by the Company's cash on hand as if distribution was made on December 31, 1997.

15. NEW ACCOUNTING PRONOUNCEMENTS

Statement of Financial Accounting Standards No. 130, Reporting Comprehensive Income, was issued in June 1997 and is effective for fiscal years beginning after December 15, 1997. This pronouncement establishes standards for reporting and display of comprehensive income and its components in a full set of general-purpose financial statements. The Company will adopt this pronouncement in 1998 and does not expect its implementation will have a material effect on the Company's financial statements as currently presented.

Statement of Financial Accounting Standards No. 131, Disclosures About Segments of an Enterprise and Related Information, was also issued in June 1997 and is effective for fiscal periods beginning after December 15, 1997. This pronouncement establishes the way in which publicly held business enterprises report information about operating segments in annual financial statements and interim reports to stockholders. As the Company operates in a single business segment the implementation of this standard is not expected to significantly impact the Company's financial statements as currently presented.

16. SUBSEQUENT EVENT (UNAUDITED)

The Company intends to loan $1.1 million to its President and Chief Executive Officer, Charles T. Saldarini at the end of March, 1998. The proceeds of this loan are intended to be used by Mr. Saldarini to pay income taxes relating to his receipt of shares of Common Stock. Such loan is for a term of 3 years, bears interest at a rate equal to 5.29% per annum payable quarterly in arrears and is secured by a pledge of the shares of Common Stock held by Mr. Saldarini.

[LOGO]

PROFESSIONAL DETAILING, INC.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

Expenses in connection with the issuance and distribution of the Securities being registered hereunder, other than underwriting discounts and commissions, are estimated below.

<TABLE>

<S>	<C>
SEC registration fee	$ 13,570
NASD filing fee	4,640
Nasdaq National Market listing fee	43,333
Printing and engraving costs	*
Accounting fees and expenses	*
Legal fees and expenses	*
State securities law fees and expenses including fees of counsel	*
Transfer Agent and Registrar fees and expenses	3,500
Miscellaneous	*
Total	$1,000,000

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* To be provided by amendment.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Underwriting Agreement provides for reciprocal indemnification between the Company and its controlling persons, on the one hand, and the Underwriters and their respective controlling persons, on the other hand, against certain liabilities in connection with this Offering, including liabilities under the Securities Act of 1933, as amended (the 'Securities Act').

The Registrant's Certificate of Incorporation and By-Laws provide that the Registrant shall indemnify its directors to the full extent permitted by the General corporation Law of the State of Delaware (the 'DGCL') and may indemnify its officers and employees to such extent, except that the Registrant shall not be obligated to indemnify any such person with respect to proceedings, claims or actions initiated or brought voluntarily by any such person and not by way of defense, or for any amounts paid in settlement of an action indemnified against by the Registrant without the prior written consent of the Registrant. The Registrant intends to enter into indemnity agreements with each of its directors. These agreements may require the Registrant, among other things, to indemnify such directors against certain liabilities that may arise by reason of

their status or service as directors, and to advance expenses to them as they are incurred, provided that they undertake to repay the amount advanced if it is ultimately determined by a court that they are not entitled to indemnification, and to obtain directors' liability insurance if available on reasonable terms.

In addition, the Registrant's Certificate of Incorporation provides that a director of the Registrant shall not be personally liable to the Registrant or its stockholders for monetary damages for breach of his or her fiduciary duty as director, except for liability (i) for any breach of the directors' duty or loyalty to the Registrant or its stockholders, (ii) for acts or omissions not in good faith or which are intentional misconduct or a knowing violation of law, (iii) for willful or negligent conduct in paying dividends or repurchasing stock out of any other lawfully available funds or (iv) for any transaction from which the director derives an improper personal benefit.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

During the past three years the Company issued the following unregistered securities:

On January 1, 1997 the Company issued shares of its Common Stock representing 15% of the total number of shares then outstanding to its then President and Chief Operating Officer, Charles T. Saldarini.

On January 2, 1997 the Company granted options to acquire 39,189 shares of Common Stock to its Chief Operating Officer, Steven K. Budd. Such options are exercisable at $1.61 per share.

On March 1, 1997 the Company granted options to acquire 27,992 shares of Common Stock to Bernard C. Boyle, its Chief Financial Officer. Such options are exercisable at $1.61 per share.

None of the transactions described above involved a public offering of the Registrant's securities and all were exempt from the registration requirements of the Securities Act pursuant to Section 4(2) thereof and by reason of Regulation D under the Securities Act.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits:

<TABLE>
<CAPTION>

EXHIBIT NO.	DESCRIPTION
1.1	Form of Underwriting Agreement(1)
2.1	Form of Plan of Merger between Professional Detailing, Inc., a New Jersey corporation, and Professional Detailing Inc., a Delaware corporation
3.1	Certificate of Incorporation of Professional Detailing, Inc.(1)
3.2	By-Laws of Professional Detailing, Inc.(1)
4.1	Specimen Certificate Representing the Common Stock
5.1	Form of Opinion of Morse, Zelnick, Rose & Lander, LLP
10.1	Form of 1998 Stock Option Plan
10.2	Office Lease between IB Brell, L.P. (Landlord) and Professional Detailing, Inc. (Tenant) and amendment thereto(1)
10.3	Form of Employment Agreement between the Company and Charles T. Saldarini
10.4	Agreement between the Company and John P. Dugan
10.5	Form of Employment Agreement between the Company and Steven K. Budd
10.6.	Form of Employment Agreement between the Company and Bernard C. Boyle
23.1	Consent of Coopers & Lybrand L.L.P.
23.2	Consent of Morse, Zelnick, Rose & Lander, LLP (included in Exhibit 5.1)
23.3	Consent of Farkas & Manelli, P.L.L.C.(1)
24	Power of Attorney(1)
27	Financial Data Schedule
99.1	Consent of Director Nominee (John M. Pietruski)(1)
99.2	Consent of Director Nominee (Jan Martens Vecsi)(1)
99.3	Consent of Director Nominee (Gerald J. Mossinghoff)(1)
99.4	Consent of Hempstead & Company

</TABLE>

- ------------------

(1) Previously filed

ITEM 17. CERTAIN UNDERTAKINGS

A. The undersigned Registrant hereby undertakes to provide to the Underwriters at the closing specified in the Underwriting Agreement, certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.

B. The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part

of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the Offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 1 to Registration Statement No. 333-46321 to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Mahwah, State of New Jersey, on the 27th day of March,

1998.

PROFESSIONAL DETAILING, INC.

By: /s/ Charles T. Saldarini

Charles T. Saldarini,
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to Registration Statement No. 333-46321 has been signed by the following persons in the capacities indicated and on the 27th day of March, 1998.

<TABLE>
<CAPTION>

SIGNATURE	TITLE
<S>	<C>
/s/ JOHN P. DUGAN - ------------------------------- John P. Dugan	Chairman of the Board of Directors
/s/ CHARLES T. SALDARINI - ------------------------------- Charles T. Saldarini	President, Chief Executive Officer and Director
/s/ BERNARD C. BOYLE - ------------------------------- Bernard C. Boyle	Chief Financial Officer (principal accounting and financial officer)

</TABLE>

After the merger discussed in Note 2 to the Financial Statements is effected, we will be in a position to render the following consent.

/s/ COOPERS & LYBRAND L.L.P.

Parsippany, New Jersey
March 27, 1998

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the inclusion in this registration statement on Form S-1 of our report dated February 3, 1998, except as to the information presented in Note 2, for which the date is ________ on our audits of the Financial Statements of Professional Detailing, Inc. We also consent to the references to our firm under the caption 'Experts' and 'Selected Financial Data.'

Parsippany, New Jersey
March , 1998

EXHIBIT INDEX

<TABLE>
<CAPTION>

EXHIBIT NUMBER		DESCRIPTION
- ------		-----------
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</TABLE>

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(1) Previously filed

PLAN OF MERGER

OF

PROFESSIONAL DETAILING, INC.
[a New Jersey Corporation]

AND

PROFESSIONAL DETAILING, INC.
[a Delaware Corporation]

PLAN OF MERGER approved on 1998, by Professional Detailing, Inc, a business corporation organized under the laws of the State of New Jersey, the merging corporation ("PDI-NJ"), and by its Board of Directors on said date, and approved on , 1998 by Professional Detailing, Inc., a business corporation organized under the laws of the State of Delaware, the surviving corporation ("PDI-Del"), and by its Board of Directors on said date.

1. PDI-NJ and PDI-Del shall, pursuant to the provisions of the New Jersey Business Corporation Act and the provisions of the laws of the jurisdiction of organization of PDI-Del, be merged with and into a single corporation, to wit, PDI-Del, which shall be the surviving corporation upon the effective date of the merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the laws of the jurisdiction of its organization. The separate existence of PDI-NJ, which is sometimes hereinafter referred to as the "terminating corporation", shall cease upon the effective date of the merger in accordance with the provisions of the New Jersey Business Corporation Act.

2. The certificate of incorporation of the surviving corporation upon the effective date of the merger in the jurisdiction of its organization shall be the certificate of incorporation of said surviving corporation; and said certificate of incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the surviving corporation.

3. The by-laws of the surviving corporation upon the effective date of the merger in the jurisdiction of its organization will be the by-laws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the laws of the jurisdiction of its organization.

4. The directors and officers in office of the surviving corporation upon the effective date of the merger in the jurisdiction of its organization shall be the members of the

first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and

qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation.

5. Each issued share of the terminating corporation shall, upon the effective date of the merger, be converted into share[s] of the surviving corporation. The issued shares of the surviving corporation shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one issued share of the surviving corporation.

6. The Plan of Merger herein made and approved shall be submitted to the shareholders of the terminating corporation for their approval or rejection in the manner prescribed by the provisions of the New Jersey Business Corporation Act, and the merger of the terminating corporation with and into the surviving corporation shall be authorized in the manner prescribed by the laws of the jurisdiction of organization of the surviving corporation.

7. In the event that the Plan of Merger shall have been approved by the

shareholders entitled to vote of the terminating corporation in the manner prescribed by the provisions of the New Jersey Business Corporation Act, and in the event that the merger of the terminating corporation with and into the surviving corporation shall have been duly authorized in compliance with the laws of the jurisdiction of organization of the surviving corporation, the terminating corporation and the surviving corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of New Jersey and of the State of Delaware, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. PDI-NJ shall be merged into PDI-Del and the corporate existence of PDI-NJ shall continue under the name PDI-Del and PDI-Del shall be the owner, without other transfer, of all of the rights and property of PDI-NJ and PDI-Del shall become subject to all of the debts and liabilities of PDI-NJ in the same manner as if PDI-Del had itself incurred them.

9. The Board of Directors and the proper officers of the terminating corporation and of the surviving corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

10. Notwithstanding the approval of the Plan of Merger by the shareholders entitled to vote of the terminating corporation and the authorization of the merger upon behalf of the surviving corporation, the merger herein provided for may be abandoned at any time prior to the effective date thereof in the State of New Jersey in the event that the proposed public offering by PDI-Del of shares of its common stock is not consummated by June 30, 1998.

CERTIFICATE OF MERGER

OF

PROFESSIONAL DETAILING, INC.
[a New Jersey Corporation]

AND

PROFESSIONAL DETAILING, INC.
[a Delaware Corporation]

It is hereby certified that:

1. The constituent business corporations participating in the merger herein certified are:

(i) Professional Detailing, Inc., which is incorporated under the laws of the State of New Jersey ("PDI-NJ"); and

(ii) Professional Detailing, Inc., which is incorporated under the laws of the State of Delaware ("PDI-Del").

2. Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 252 of the Delaware General Corporation Law, to wit, by PDI-NJ in accordance with the laws of the State of New Jersey and by PDI-Del in the same manner as is provided in Section 251 of the Delaware General Corporation Law.

3. The name of the surviving corporation in the merger herein certified is Professional Detailing, Inc., a Delaware corporation, which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the Delaware General Corporation Law.

4. The Certificate of Incorporation of PDI-Del, as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the Delaware General Corporation Law.

5. The executed Plan of Merger between the aforesaid constituent corporations is on file at the principal place of business of the aforesaid surviving corporation, the address of which is as follows:

599 MacArthur Boulevard

Mahwah, New Jersey 07430

6. A copy of the aforesaid Plan of Merger will be furnished by the aforesaid surviving corporation, on request, and without cost, to any stockholder of each of the aforesaid constituent corporations.

7. The authorized capital stock of PDI-NJ consists of 2,500 shares without par value.

8. The merger of PDI-NJ with and into PDI-Del shall be effective immediately upon the filing of this Certificate of Merger.

Executed on this day of , 1998

PROFESSIONAL DETAILING, INC.
a Delaware Corporation

By:

President and Chief Executive Officer

CERTIFICATE OF MERGER

OF

PROFESSIONAL DETAILING, INC.
[a New Jersey Corporation]

AND

PROFESSIONAL DETAILING, INC.
[a Delaware Corporation]

To the Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:10-7 of the New Jersey Business Corporation Act, it is hereby certified that:

FIRST: The names of the merging corporations are Professional Detailing, Inc., which is a business corporation organized under the laws of the State of New Jersey ("PDI-NJ"), and Professional Detailing, Inc., which is a business corporation organized under the laws of the State of Delaware ("PDI-Del"). PDI-NJ will be the merging corporation and PDI-Del will be the surviving corporation.

SECOND: Annexed hereto and made a part hereof is the Plan of Merger for merging PDI-NJ with and into PDI-Del as approved by the Board of Directors of each of said corporations.

THIRD: The number of shares of PDI-NJ which were entitled to vote at the time of the approval of the Plan of Merger by its shareholders is 100, all of which are of one class. The number of shares of PDI-Del which were entitled to vote at the time of the approval of the Plan of Merger by its shareholders is 100, all of which are of one class.

All of the shareholders entitled to vote of each of the aforesaid corporations approved the Plan of Merger pursuant to their written consents without meetings of shareholders; and the number of shares represented by each such consent is 100. The date of said consents and approval was ____________, 1998.

FOURTH: The applicable provisions of the laws of the jurisdiction of organization of PDI-Del relating to the merger of PDI-NJ with and into PDI-Del have been complied with or will have been complied with upon compliance with any of the filing and recording requirements thereof.

FIFTH: PDI-Del hereby agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of PDI-NJ or any obligation of PDI-Del for which it is previously amenable to suit in the State of New Jersey and in any proceeding for the enforcement of the rights of a dissenting shareholder of PDI-NJ against PDI-Del.

PDI-Del hereby irrevocably appoints the Secretary of State of the State of New Jersey as its agent to accept service of process in any such proceeding and designates the following post office address within the State of New Jersey to which said Secretary of State shall mail a copy of the process in such proceeding:

599 MacArthur Boulevard
Mahwah, New Jersey 07430

PDI-Del hereby agrees that it will promptly pay to the dissenting shareholders of PDI-NJ the amount, if any, to which they are entitled under the provisions of the New Jersey Business Corporation Act with respect to the rights of dissenting shareholders.

SIXTH: PDI-Del will continue its existence as the surviving corporation under its present name pursuant to the provisions of the laws of the jurisdiction of its organization.

SEVENTH: The merger of PDI-NJ with and into PDI-Del shall be effective immediately upon the filing of this Certificate of Merger.

Executed on this day of , 1998.

PROFESSIONAL DETAILING, INC.,
a New Jersey corporation

By:

Signer's Name: Charles T. Saldarini
Signer's Capacity: President

PROFESSIONAL DETAILING, INC.,
a Delaware corporation

By:

Signer's Name: Charles T. Saldarini
Signer's Capacity: President

PROFESSIONAL DETAILING, INC.

PD

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

CUSIP 74312N 10 7

SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT ____ is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF THE PAR VALUE OF $.01

PER SHARE OF PROFESSIONAL DETAILING, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized Attorney, upon surrender of this Certificate properly endorsed.

This Certificate is not valid until countersigned and registered by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated:

______________________________ ______________________________
TREASURER PRESIDENT

[SEAL: PROFESSIONAL DETAILING, INC. CORPORATE SEAL 1998 DELAWARE *]

COUNTERSIGNED AND REGISTERED:
AMERICAN STOCK TRANSFER & TRUST COMPANY
(NEW YORK, N.Y.) TRANSFER AGENT
AND REGISTRAR

BY
AUTHORIZED OFFICER

PROFESSIONAL DETAILING, INC.

The Corporation will furnish without charge to each stockholder who so requests a statement of the designations, powers, preferences and relative participating, optional or other special rights of each class of stock or series thereof of the Corporation and the qualifications, limitations or restrictions of such preferences and/or rights. Such request may be made to

the Corporation or the Transfer Agent.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _________________ Custodian _________________
(Cust) (Minor)

under Uniform Gifts to Minors
Act _________________
(State)

Additional abbreviations may also be used though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

____
(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

____

____

____

____ shares
of the capital stock represented by the within Certificate, and do hereby
irrevocably constitute and appoint ______________________________________
Attorney to transfer the said stock on the books of the within named Corporation
with full power of substitution in the premises.

Dated ____________________

\- -------------------------------------
NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION

OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed:

____
THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

Exhibit 5.1

[LETTERHEAD OF MORSE, ZELNICK, ROSE & LANDER]

, 1998

Professional Detailing, Inc.
599 MacArthur Boulevard
Mahwah, New Jersey 07430

Dear Sirs:

We have acted as counsel to Professional Detailing, Inc., a Delaware corporation (the "Company") in connection with the preparation of a registration statement on Form S-1 (the "Registration Statement") filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), to register the offering by the Company of (a) _________ shares of common stock, par value $.01 per share (the "Common Stock") and the offering of an additional _______ shares if the over-allotment option is exercised in full and (b) any additional shares of Common Stock issued pursuant to Rule 462(b) of the Act.

In this regard, we have reviewed the Certificate of Incorporation of the Company, as amended, resolutions adopted by the Company's Board of Directors, the Registration Statement, the other exhibits to the Registration Statement and such other records, documents, statutes and decisions as we have deemed relevant in rendering this opinion. Based upon the foregoing, we are of the opinion that:

Each share of Common Stock being offered has been duly and validly authorized for issuance and when issued as contemplated by the Registration Statement will be legally issued, fully paid and non-assessable.

, 1998
- ------------------

We hereby consent to the use of this opinion as Exhibit 5.1 to the Registration Statement. In giving such opinion, we do not thereby admit that we are acting within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

MORSE, ZELNICK, ROSE & LANDER, LLP

Exhibit 10.1

PROFESSIONAL DETAILING, INC.
1998 STOCK OPTION PLAN

1. Purpose; Types of Awards; Construction.

The purpose of the Professional Detailing, Inc. 1998 Stock Option Plan (the "Plan") is to align the interests of officers, other key employees, consultants and non-employee directors of Professional Detailing, Inc. (the "Company") and its subsidiaries with those of the stockholders of the Company, to afford an incentive to such officers, employees, consultants and directors to continue as such, to increase their efforts on behalf of the Company and to promote the success of the Company's business. To further such purposes, the Committee may grant options to purchase shares of the Company's common stock. The provisions of the Plan are intended to satisfy the requirements of Section 16(b) of the Securities Exchange Act of 1934 and of Section 162(m) of the Internal Revenue Code of 1986, as amended, and shall be interpreted in a manner consistent with the requirements thereof, as now or hereafter construed, interpreted and applied by regulations, rulings and cases.

2. Definitions.

As used in this Plan, the following words and phrases shall have the meanings indicated below:

(a) "Agreement" shall mean a written agreement entered into between the Company and an Optionee in connection with an award under the Plan.

(b) "Board" shall mean the Board of Directors of the Company.

(c) "Cause" when used in connection with the termination of an Optionee's employment by the Company or the cessation of an Optionee's service as a consultant or a member of the Board, shall mean (i) the conviction of the Optionee for the commission of a felony, (ii) the willful and continued failure by the Optionee substantially to perform his duties and obligations to the Company or a Subsidiary (other than any such failure resulting from his incapacity due to physical or mental illness), or (iii) the willful engaging by the Optionee in misconduct that is demonstrably injurious to the Company or a Subsidiary. For purposes of this Section 2(c), no act, or failure to act, on an Optionee's part shall be considered "willful" unless done, or omitted to be done, by the Optionee in bad faith and without reasonable belief that his action or omission was in the best interest of the Company. The Committee shall determine whether a termination of employment is for Cause for purposes of the Plan.

(d) "Change in Control" shall mean the occurrence of the event set forth in any of the following paragraphs:

(i) any Person (as defined below) is or becomes the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its subsidiaries) representing 50% or more of the combined voting power of the Company's then outstanding securities; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date hereof, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

(iii) there is consummated a merger or consolidation of the Company or a direct or indirect subsidiary thereof with any other corporation, other than (A) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company, at least 50% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the beneficial owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its subsidiaries) representing 50% or more of the combined voting power of the Company's then outstanding securities; or

(iv) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by Persons in substantially the same proportions as their ownership of the Company immediately prior to such sale.

For purposes of this Section 2(d), "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(f) "Committee" shall mean a committee established by the Board to administer the Plan.

(g) "Common Stock" shall mean shares of common stock, par value $0.01 per share, of the Company.

(h) "Company" shall mean Professional Detailing, Inc., a corporation organized under the laws of the State of Delaware, or any successor corporation.

(i) "Disability" shall mean an Optionee's inability to perform his duties with the Company or on the Board by reason of any medically determinable physical or mental impairment, as determined by a physician selected by the Optionee and acceptable to the Company.

(j) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time, and as now or hereafter construed, interpreted and applied by regulations, rulings and cases.

(k) "Fair Market Value" per share as of a particular date shall mean (i) if the shares of Common Stock are then listed on a national securities exchange, the closing sales price per share of Common Stock on the national securities exchange on which the Common Stock is principally traded for the last preceding date on which there was a sale of such Common Stock on such exchange, or (ii) if the shares of Common Stock are then traded in an over-the-counter market, the closing bid price for the shares of Common Stock in such over-the-counter market for the last preceding date on which there was a sale of such Common Stock in such market, or (iii) if the shares of Common Stock are not then listed on a national securities exchange or traded in an over-the-counter market, such value as the Committee, in its sole discretion, shall determine.

(l) "Incentive Stock Option" shall mean any option intended to be and designated as an incentive stock option within the meaning of Section 422 of the Code.

(m) "Non-employee Director" shall mean a member of the Board who is not an employee of the Company.

(n) "Nonqualified Option" shall mean an Option that is not an Incentive Stock Option.

(o) "Option" shall mean the right, granted hereunder, to purchase shares of Common Stock. Options granted by the Committee pursuant to the Plan may constitute either Incentive Stock Options or Nonqualified Stock Options.

(p) "Optionee" shall mean a person who receives a grant of an Option.

(q) "Option Price" shall mean the exercise price of the shares of Common Stock covered by an Option.

(r) "Parent" shall mean any company (other than the Company) in an unbroken chain of companies ending with the Company if, at the time of granting an Option, each of the companies other than the Company owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other companies in such chain.

(s) "Plan" shall mean this Professional Detailing, Inc. 1998 Stock Option Plan.

(t) "Retirement" shall mean the retirement of an Optionee in accordance with the terms of any tax-qualified retirement plan maintained by the Company or a Subsidiary in which the Optionee participates. If the Optionee is not a participant in such a plan, such term shall mean the termination of the Optionee's employment or cessation of the Optionee's service as a member of the Board, other than by reason of death, Disability or Cause on or after attainment of the age of 65.

(u) "Rule 16b-3" shall mean Rule 16b-3, as from time to time in effect, promulgated by the Securities and Exchange Commission under Section 16 of the Exchange Act, including any successor to such Rule.

(v) "Subsidiary" shall mean any company (other than the Company) in an unbroken chain of companies beginning with the Company if, at the time of granting an Option, each of the companies other than the last company in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other companies in such chain.

(w) "Ten Percent Stockholder" shall mean an Optionee who, at the time an Incentive Stock Option is granted, owns (or is deemed to own pursuant to the attribution rules of Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary.

3. Administration.

The Plan shall be administered by the Committee, the members of which shall, except as may otherwise be determined by the Board, be "non-employee directors" under Rule 16b-3 and "outside directors" under Section 162(m) of the Code.

The Committee shall have the authority in its discretion, subject to and not inconsistent with the express provisions of the Plan, to administer the Plan and to exercise all the powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan, including, without limitation, the authority to grant Options; to determine which Options shall constitute Incentive Stock Options and which Options shall constitute Nonqualified Stock Options; to determine the purchase price of the shares of Common Stock covered by each Option; to determine the persons to whom, and the time or times at which awards shall be granted; to determine the number of shares to be covered by each award; to interpret the Plan; to prescribe, amend and rescind rules and regulations relating to the Plan; to determine the terms and provisions of the Agreements (which need not be identical) and to cancel or suspend awards, as necessary; and to make all other determinations deemed necessary or advisable for the administration of the Plan.

The Committee may delegate to one or more of its members or to one or more agents such administrative duties as it may deem advisable, including delegating to one or more of the Company's management employees the authority to grant Options to employees who are not "insiders" for purposes of Section 16 of the Exchange Act and who are not "covered employees" for purposes of Section 162(m) of the Code, and the Committee or any person to whom it has delegated duties as aforesaid may employ one or more persons to render advice with respect to any responsibility the Committee or such person may have under the Plan. The Board shall have sole authority, unless expressly delegated to the Committee, to grant Options to Non-employee Directors. All decisions, determination and interpretations of the Committee shall be final and binding on all Optionees of any awards under this Plan.

The Board shall have the authority to fill all vacancies, however caused, in the Committee. The Board may from time to time appoint additional members to the Committee, and may at any time remove one or more Committee members. One member of the Committee shall be selected by the Board as chairman. The Committee shall hold its meetings at such times and places as it shall deem advisable. All determinations of the Committee shall be made by a majority of its members either present in person or participating by conference telephone at a meeting or by written consent. The Committee may appoint a secretary and make such rules and regulations for the conduct of its business as it shall deem advisable, and shall keep minutes of its meetings.

No member of the Board or Committee shall be liable for any action taken or determination made in good faith with respect to the Plan or any award granted hereunder.

4. Eligibility.

Awards may be granted to officers and other key employees of and consultants to the Company, and its Subsidiaries, including officers and directors who are employees, and to Non-employee Directors. In determining the persons to whom awards shall be granted and the number of shares to be covered by each award, the Committee shall take into account the duties of the respective persons, their present and potential contributions to the success of the Company and such other factors as the Committee shall deem relevant in connection with accomplishing the purpose of the Plan.

5. Stock.

The maximum number of shares of Common Stock reserved for the grant of awards under the Plan shall be 750,000, subject to adjustment as provided in Section 9 hereof. Such shares may, in whole or in part, be authorized but unissued shares or shares that shall have been or may be required by the Company.

If any outstanding award under the Plan should for any reason expire, be canceled or be forfeited without having been exercised in full, the shares of Common Stock allocable to the unexercised, canceled or terminated portion of such award shall (unless the Plan shall have been terminated) become available for subsequent grants of awards under the Plan.

6. Terms and Conditions of Options.

Each Option granted pursuant to the Plan shall be evidenced by an Agreement, in such form and containing such terms and conditions as the Committee shall from time to time approve, which Agreement shall comply with and be subject to the following terms and conditions, unless otherwise specifically provided in such Option Agreement:

(a) Number of Shares. Each Option Agreement shall state the number of shares of Common Stock to which the Option relates.

(b) Type of Option. Each Option Agreement shall specifically state that the Option constitutes an Incentive Stock Option or a Nonqualified Stock Option.

(c) Option Price. Each Option Agreement shall state the Option Price, which shall not be less than one hundred percent (100%) of the Fair Market Value of the shares of Common Stock covered by the Option on the date of grant unless, with respect to Nonqualified Stock Options, otherwise determined by the Committee. The Option Price shall be subject to adjustment as provided in Section 9 hereof. The date as of which the Committee adopts a resolution expressly granting an Option shall be considered the day on which such Option is granted, unless such resolution specifies a different date.

(d) Medium and Time of Payment. The Option Price shall be paid in full, at the time of exercise, in cash or in shares of Common Stock then owned by the Optionee having a Fair Market Value equal to such Option Price or in a combination of cash and Common Stock or, unless the Committee shall determine otherwise, by a cashless exercise procedure through a broker-dealer.

(e) Exercise Schedule and Period of Options. Each Option Agreement shall provide the exercise schedule for the Option as determined by the Committee; provided, however, that, the Committee shall have the authority to accelerate the exercisability of any outstanding Option at such time and under such circumstances as it, in its sole discretion, deems appropriate. The exercise period shall be ten (10) years from the date of the grant of the Option unless otherwise determined by the Committee; provided, however, that, in the case of an Incentive Stock Option, such exercise period shall not exceed ten (10) years from the date of grant of such Option. The exercise period shall be subject to earlier termination as provided in Sections 6(f) and 6(g) hereof. An Option may be exercised, as to any or all full shares of Common Stock as to which the Option has become exercisable, by written notice delivered in person or by mail to the Secretary of the Company, specifying the number of shares of Common Stock with respect to which the Option is being exercised. Notwithstanding any other provision of this Plan, no Option granted hereunder may be exercised prior to the consummation of an underwritten public offering of the Company's securities where the gross proceeds from such offering are in excess of $25 million.

(f) Termination. Except as provided in this Section 6(f) and in Section 6(g) hereof, an Option may not be exercised unless (i) with respect to an Optionee who is an employee of the Company, the Optionee is then in the employ of the Company or a Subsidiary (or a company or a Parent or Subsidiary company of such company issuing or assuming the Option in a transaction to which Section 424(a) of the Code applies), and unless the Optionee has remained continuously so employed since the date of grant of the Option and (ii) with respect to an Optionee who is a Non-employee Director, the Optionee is then serving as a member of the Board or as a member of a board of directors of a company or a Parent or Subsidiary company of such company issuing or assuming the Option. In the event that the employment of an Optionee shall terminate or the service of an Optionee as a member of the Board shall cease (other than by reason of death, Disability, Retirement or Cause), all Options of such Optionee that are exercisable at the time of such termination may, unless earlier terminated in accordance with their terms, be exercised within ninety (90) days after the date of such termination or service (or such different period as the Committee shall prescribe).

(g) Death, Disability or Retirement of Optionee. If an Optionee shall die while employed by the Company or a Subsidiary or serving as a member of the Board, or within ninety (90) days after the date of termination of such Optionee's employment or cessation of such Optionee's service (or within such different period as the Committee may have provided

pursuant to Section 6(f) hereof), or if the Optionee's employment shall terminate or service shall cease by reason of Disability or Retirement, all Options theretofore granted to such Optionee (to the extent otherwise exercisable) may, unless earlier terminated in accordance with their terms, be exercised by the Optionee or by his beneficiary, at any time

within one year after the death, Disability or Retirement of the Optionee (or such different period as the Committee shall prescribe). In the event that an Option granted hereunder shall be exercised by the legal representatives of a deceased or former Optionee, written notice of such exercise shall be accompanied by a certified copy of letters testamentary or equivalent proof of the right of such legal representative to exercise such Option. Unless otherwise determined by the Committee, Options not otherwise exercisable on the date of termination of employment shall be forfeited as of such date.

(h) Other Provisions. The Option Agreements evidencing awards under the Plan shall contain such other terms and conditions not inconsistent with the Plan as the Committee may determine, including penalties for the commission of competitive acts and a provision providing that no option may be exercised prior to the consummation of an underwritten initial public offering of the Company's securities pursuant to a registration statement filed pursuant to the Securities Act of 1933, as amended.

7. Non Discretionary Grants.

Each director of the Company, other than a director who is an officer, employee or beneficial owner of 10% or more of the Company's Common Stock (or an officer, director, employee or affiliate thereof), upon first taking office shall be granted options for 7,500 shares of Common Stock. Options covering 2,500 shares shall be exercisable immediately and Options covering 2,500 shares shall be exercisable at the end of each subsequent year of service on the Board. In addition, each such director will be granted Options for an additional 3,750 shares of Common Stock on the date of the Company's annual stockholders' meeting. Options covering 1,250 shares shall be exercisable immediately and Options covering 1,250 shares shall be exercisable on each of the first and second anniversary of the date of grant. The exercise price of all Options granted pursuant to this Section 7 shall be the fair market value of a share of Common Stock on the date of grant.

8. Nonqualified Stock Options.

Options granted pursuant to this Section 7 are intended to constitute Nonqualified Stock Options and shall be subject only to the general terms and conditions specified in Section 6 hereof.

9. Incentive Stock Options.

Options granted pursuant to this Section 9 are intended to constitute Incentive Stock Options and shall be subject to the following special terms and conditions, in addition to the general terms and conditions specified

in Section 6 hereof. An Incentive Stock Option may not be granted to a Non-employee Director or a consultant to the Company.

(a) Value of Shares. The aggregate Fair Market Value (determined as of the date the Incentive Stock Option is granted) of the shares of Common Stock with respect to which Incentive Stock Options granted under this Plan and all other option plans of

any subsidiary become exercisable for the first time by each Optionee during any calendar year shall not exceed $100,000.

(b) Ten Percent Stockholder. In the case of an Incentive Stock Option granted to a Ten Percent Stockholder, (i) the Option Price shall not be less than one hundred ten percent (110%) of the Fair Market Value of the shares of Common Stock on the date of grant of such Incentive Stock Option, and (ii) the exercise period shall not exceed five (5) years from the date of grant of such Incentive Stock Option.

10. Effect of Certain Changes.

(a) In the event of any extraordinary dividend, stock dividend, recapitalization, merger, consolidation, stock split, warrant or rights issuance, or combination or exchange of such shares, or other similar transactions, each of the number of shares of Common Stock available for awards, the number of such shares covered by outstanding awards, and the price per share of Options, as appropriate, shall be equitably adjusted by the Committee to reflect such event and preserve the value of such awards; provided, however, that any fractional shares resulting from such adjustment shall be eliminated.

(b) Upon the occurrence of a Change in Control, each Option granted under the Plan and then outstanding but not yet exercisable shall thereupon become fully exercisable.

11. Surrender and Exchange of Awards.

The Committee may permit the voluntary surrender of all or a portion of any Option granted under the Plan or any option granted under any other plan, program or arrangement of the Company or any Subsidiary ("Surrendered Option"), to be conditioned upon the granting to the Optionee of a new Option for the same number of shares of Common Stock as the Surrendered Option, or may require such voluntary surrender as a condition precedent to a grant of a new Option to such Optionee. Subject to the provisions of the Plan, such new Option may be an Incentive Stock Option or a Nonqualified Stock Option, and shall be exercisable at the price, during such period and on such other terms and conditions as are specified by the Committee at the time the new Option is granted.

12. Period During Which Awards May Be Granted.

Awards may be granted pursuant to the Plan from time to time

within a period of ten (10) years from the date the Plan is adopted by the Board, or the date the Plan is approved by the shareholders of the Company, whichever is earlier, unless the Board shall terminate the Plan at an earlier date.

13. Nontransferability of Awards.

Except as otherwise determined by the Committee, awards granted under the Plan shall not be transferable otherwise than by will or by the laws of descent and distribution, and awards may be exercised or otherwise realized, during the lifetime of the Optionee, only by the Optionee or by his guardian or legal representative.

14. Approval of Shareholders.

The Plan shall take effect upon its adoption by the Board and shall terminate on the tenth anniversary of such date, but the Plan (and any grants of awards made prior to the shareholder approval mentioned herein) shall be subject to the approval of Company's shareholders, which approval must occur within twelve months of the date the Plan is adopted by the Board.

15. Agreement by Optionee Regarding Withholding Taxes.

If the Committee shall so require, as a condition of exercise of a Nonqualified Stock Option (a "Tax Event"), each Optionee who is not a Non-employee Director shall agree that no later than the date of the Tax Event, such Optionee will pay to the Company or make arrangements satisfactory to the Committee regarding payment of any federal, state or local taxes of any kind required by law to be withheld upon the Tax Event. Alternatively, the Committee may provide that such an Optionee may elect, to the extent permitted or required by law, to have the Company deduct federal, state and local taxes of any kind required by law to be withheld upon the Tax Event from any payment of any kind due the Optionee. The withholding obligation may be satisfied by the withholding or delivery of Common Stock. Any decision made by the Committee under this Section 15 shall be made in its sole discretion.

16. Amendment and Termination of the Plan.

The Board at any time and from time to time may suspend, terminate, modify or amend the Plan; provided, however, that, unless otherwise determined by the Board, an amendment that requires stockholder approval in order for the Plan to continue to comply with Rule 16b-3, Section 162(m) of the Code or any other law, regulation or stock exchange requirement shall not be effective unless approved by the requisite vote of stockholders. Except as provided in Section 10 (a) hereof, no suspension, termination, modification or amendment of the Plan may adversely affect any award previously granted, unless the written consent of the Optionee is obtained.

17. Rights as a Shareholder.

An Optionee or a transferee of an award shall have no rights as a shareholder with respect to any shares covered by the award until the date of the issuance of a stock certificate to him for such shares. No adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distribution of other rights for which the record date is prior to the date such stock certificate is issued, except as provided in Section 10(a) hereof.

18. No Rights to Employment or Service as a Director.

Nothing in the Plan or in any award granted or Agreement entered into pursuant hereto shall confer upon any Optionee the right to continue in the employ of the Company or any Subsidiary or as a member of the Board or to be entitled to any remuneration or benefits not set forth in the Plan or such Agreement or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate such Optionee's employment or service. Awards granted under the Plan shall not be affected by any change in duties or position of an employee Optionee as long as such Optionee continues to be employed by the Company or any Subsidiary.

19. Beneficiary.

An Optionee may file with the Committee a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, amend or revoke such designation. If no designated beneficiary survives the Optionee, the executor or administrator of the Optionee's estate shall be deemed to be the Optionee's beneficiary.

20. Governing Law.

The Plan and all determinations made and actions taken pursuant hereto shall be governed by the laws of the State of Delaware.

Exhibit 10.3

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made as of the 1st day of March, 1998, by and among PROFESSIONAL DETAILING, INC., a New Jersey corporation ("PDI-NJ"), PROFESSIONAL DETAILING, INC., a Delaware corporation ("PDI-Del"), both having their principal place of business at 599 MacArthur Blvd., Mahwah, New Jersey 07450, on the one hand, and CHARLES T. SALDARINI, residing at 15 Hopper Court, Mahwah, New Jersey 07430 (the "Executive"), on the other. PDI-NJ and PDI-Del are collectively referred to herein as the "Company".

WITNESSETH:

WHEREAS, the Company believes that it would benefit from the application of the Executive's particular and unique skill, experience and background to the management and operation of the Company, and wishes to employ the Executive as President and Chief Executive Officer ("CEO") of the Company; and

WHEREAS, the parties desire by this Agreement to set forth the terms and conditions of the employment relationship between the Company and the Executive.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants in this Agreement, the Company and the Executive agree as follows:

1. Employment and Duties. The Company hereby employs the Executive as President and CEO on the terms and conditions provided in this Agreement and Executive agrees to accept such employment subject to the terms and conditions of this Agreement. The Executive shall be the senior executive officer of the Company, shall perform the duties and responsibilities as are

customary for the officer of a corporation in such positions, and shall perform such other duties and responsibilities as are reasonably determined from time to time by the Board of Directors of the Company (the "Board"). The Executive shall report to and be supervised by the Board. The Executive shall be based at the Company's offices in Mahwah, New Jersey or such other place that shall constitute the Company's headquarters and, except for business travel incident to his employment under this Agreement, the Company agrees the Executive shall not be required to relocate.

2. Term. The term of this Agreement shall commence on March 1, 1998 (the "Commencement Date"), and shall terminate on February 28, 2003, unless extended or earlier terminated in accordance with the terms of this Agreement (the "Termination Date"). Such term of employment is herein sometimes referred to as the "Employment Term". The Employment Term shall be extended for

successive one year periods unless either party notifies the other in writing at least 180 days before the Termination Date or any anniversary of the Termination Date, as the case may be, that he or it chooses not to extend the Employment Term.

3. Compensation. As compensation for performing the services required by this Agreement, and during the term of this Agreement, the Executive shall be compensated as follows:

(a) Base Compensation. The Company shall pay to the Executive an annual salary ("Base Compensation") of $275,000, payable in equal installments pursuant to the Company's customary payroll procedures in effect for its executive personnel at the time of payment, but in no event less frequently than monthly, subject to withholding for applicable federal, state, and local taxes. The Executive may be entitled to such increases in Base Compensation with respect to each calendar year during the term of this Agreement, as shall be determined by the Board, in its sole and absolute discretion, based on periodic reviews of the Executive's performance .

(b) Incentive Compensation. In addition to Base Compensation, the Executive may be entitled to receive additional compensation ("Incentive Compensation") in the discretion of the Board. The Incentive Compensation shall be pursuant to short-term and/or long-term incentive compensation programs which may be established by the Board. For purposes of this Agreement, the Executive's "Pro Rata Share" of Incentive Compensation for any calendar of the Company shall be a fraction whose numerator shall be equal to the number of months (or parts of months) during which the Executive was actually employed by the Company during any such calendar year and whose denominator shall be the total number of months in such calendar year.

4. Employee Benefits. During the Employment Term and subject to the limitations set forth in this Section 4, the Executive and his eligible dependents shall have the right to participate in any retirement plans (qualified and non-qualified), pension, insurance, health, disability or other benefit plan or program that has been or is hereafter adopted by the Company (or in which the Company participates), according to the terms of such plan or program, on terms no less favorable than the most favorable terms granted to senior executives of the Company.

5. Vacation and Leaves of Absence. The Executive shall be entitled to the normal and customary amount of paid vacation provided to senior executive officers of the Company, but in no event less than 20 days during each 12 month period, beginning on the Effective Date of this Agreement. Any vacation days that are not taken in a given 12 month period shall not accrue or carry-over from year to year. Upon any termination of this Agreement for any reason whatsoever, accrued and unused vacation for the year in which this Agreement terminates will be paid to the Executive within 10 days of such termination based on his annual rate of Base Compensation in

effect on the date of such termination. In addition, the Executive may be granted leaves of absence with or without pay for such valid and legitimate reasons as the Board in its sole and absolute discretion may determine, and is entitled to the same sick leave and holidays provided to other senior executive officers of the Company.

6. Expenses.

(a) Business Expenses. The Executive shall be promptly reimbursed against presentation of vouchers or receipts for all reasonable and necessary expenses incurred by him in connection with the performance of business-related duties.

(b) Automobile Expense. During the Employment Term, in order to facilitate the performance of the Executive's duties hereunder, and otherwise for the convenience of the Company, the Company shall provide the Executive with an automobile, or shall reimburse the Executive for the cost of leasing an automobile (provided that the lease payments with respect to such automobile shall not exceed $1,000 per month) and shall pay or reimburse Executive (upon presentation of vouchers or receipts) for the reasonable cost of all maintenance, insurance, repairs, gas and other expenses related to such automobile.

7. Indemnification. The Company shall (and is hereby obligated to) indemnify (including advance payment of expenses, which such expenses shall include, without limitation, attorneys' fees) the Executive for all actions taken by Executive as an officer of the Company or the failure of Executive to take any action in each and every situation where the Company is obligated to make such indemnification pursuant to applicable law and the relevant portions of the Company's Certificate of Incorporation and By-Laws.

8. Termination and Termination Benefits.

(a) Termination by the Company.

(i) For Cause. Notwithstanding any provision contained herein, the Company may terminate this Agreement at any time during the Employment Term for "cause". For purposes of this subsection 8(a)(i), "cause" shall mean (1) the continuing willful failure by the Executive to substantially perform his duties hereunder for any reason other than total or partial incapacity due to physical or mental illness, (2) gross negligence or gross malfeasance on the part of the Executive in the performance of his duties hereunder that causes material harm to the Company, and (3) the conviction of the Executive, by a court of competent jurisdiction, of a felony or other serious crime involving moral turpitude. Termination pursuant to this subsection

8(a)(i) shall be effective immediately upon giving the Executive written notice thereof stating the reason or reasons therefor with respect to clauses (2) and (3) above, and 15 days after written notice thereof from the Company to the Executive specifying the acts or omissions constituting the failure and requesting that they be remedied with respect to clause (1) above, but only if the Executive has not cured such failure within such 15 day period. In the event of a termination pursuant to this subsection 8(a)(i), the Executive shall be entitled to payment of his Base Compensation and the benefits pursuant to Section 4 hereof up to the effective date of such termination and it is also the intention and agreement of the Company that Executive shall not be deprived by reason of termination for cause of any payments, options or benefits which have been vested or have been earned or to which Executive is entitled as of the effective date of such termination.

(ii) Disability. If due to illness, physical or mental disability, or other incapacity, the Executive shall fail, for a total of any six consecutive months ("Disability"), to

substantially perform the principal duties required by this Agreement, the Company may terminate this Agreement upon 30 days' written notice to the Executive. In such event, the Executive shall be (1) paid his Base Compensation until the Termination Date and his Pro Rata Share of any Incentive Compensation to which he would have been entitled for the year in which such termination occurs, and (2) provided with employee benefits pursuant to Section 4, to the extent available, for the remainder of the Employment Term; provided, however, that any compensation to be paid to the Executive pursuant to this subsection 8(a)(ii) shall be offset against any payments received by the Executive pursuant to any policy of disability insurance the premiums of which are paid for by the Company.

(b) Termination by the Executive. The Executive may terminate this Agreement at any time during the Employment Term for "good reason" upon 60 days' written notice to the Company (during which period the Executive shall, if requested in writing by the Company, continue to perform his duties as specified under this Agreement). "Good reason" shall mean: (1) if the Executive's employment is terminated by the Company without "cause" (as such term is defined in subsection 8(a)(i) above); (2) the Company's failure to make any of the payments or provide any of the benefits to the Executive under this Agreement; (3) the Company's material breach of any provision of this Agreement; (4) a material reduction in the Executive's responsibilities (provided, however, "good reason" shall not include a reduction in Executive's responsibilities if such reduction is a result of Executive's failure to perform his duties in a manner reasonably satisfactory to the Company); or (5) a material reduction in the Executive's Base Compensation (other than a pro rata reduction in Base Compensation applicable to all senior executives of the Company); provided, however, that the Company has not cured, or commenced to cure, such failure or breach within the aforementioned 60 day period.

(c) Termination Compensation. In the event of a termination of this Agreement by the Executive for "good reason" pursuant to subsection 8(b) above, the Executive shall be paid (1) his Base Compensation up to the effective date of such termination; (2) his full share of any Incentive Compensation payable to him for the year in which the termination occurs; and (3) a lump sum payment (hereinafter "Termination Compensation") to the Executive equal to 100% of the average cash compensation (including Base Compensation and Incentive Compensation) paid to the Executive in the two calendar years immediately preceding the calendar year in which the termination occurs. Payment of Termination Compensation to the Executive shall occur no later than 14 days following the effective date of the Executive's termination. For purposes of this subsection 8(c), the date of termination of the Executive's employment shall be date on which the Executive ceases to perform services for the Company.

(d) Stock Options and Other Benefits. In the event that the Executive is terminated for reasons other than for "cause" or in the event the Executive terminates this Agreement for "good reason", any stock options then held by the Executive and/or any other benefits subject to specified vesting criteria, shall immediately vest in the Executive; provided, however, all stock options then held by the Executive and/or any other benefits subject to specified vesting criteria shall expire and/or terminate 90 days after the date this Agreement is terminated pursuant to subsections 8(a)(i) or 8(b). The Company agrees to take such steps and to execute such documents as shall be necessary to effectuate the foregoing.

(e) Death Benefit. Notwithstanding any other provision of this Agreement, this Agreement shall terminate on the date of the Executive's death. In such event the Company shall continue to pay Executive's Base Salary to his wife, if she survives him, or, if she does not survive him, in equal shares to his children who survive him, through the end of the third month following

the month in which such death occurs. In addition, the Company shall pay to Executive's wife, if she survives him, or, if she does not survive him, in equal shares to his children who survive him, the Pro Rata Share of any Incentive Compensation which Executive would have been entitled to for the year in which such death occurs.

(f) No Mitigation. The Executive shall not be required to mitigate the amount of any payments provided for by this Agreement by seeking employment or otherwise, nor shall the amount of any payment or benefit provided in this Agreement be reduced by any compensation or benefit earned by the Executive after termination of his employment.

9. Company Property. All advertising, promotional, sales, suppliers, manufacturers and other materials or articles or information, including without limitation data processing reports, customer lists, customer sales analyses, invoices, product lists, price lists or information, samples, or any other

materials or data of any kind furnished to the Executive by the Company or developed by the Executive on behalf of the Company or at the Company's direction or for the Company's use or otherwise in connection with the Executive's employment hereunder, are and shall remain the sole and confidential property of the Company; if the Company requests the return of such materials at any time during or at or after the termination of the Executive's employment, the Executive shall immediately deliver the same to the Company.

10. Covenant Not To Compete.

(a) No Solicitation or Competition. During the term of this Agreement and for a period of one year after termination of the Executive's employment with the Company for any reason, the Executive shall not, directly or indirectly, solicit, induce, encourage or attempt to influence any client, customer, employee, consultant, independent contractor, salesman or supplier

of the Company to cease to do business or terminate his employment with the Company, and shall not engage in (as a principal, partner, director, officer, agent, employee, consultant or otherwise) or be financially interested in any business competing with the Company anywhere in the United States, including, but not limited to, in the case of the state of California, the counties listed on Annex A attached hereto. Nothing contained in this Section 10 shall prevent the Executive from holding for investment not more than five percent (5%) of any class of equity securities of a company whose securities are publicly traded or from engaging in any activities that are not in competition with the business activities of the Company.

(b) Confidentiality of Company Property. During the effectiveness of this Agreement and at all times thereafter, the Executive shall not use for his personal benefit, or disclose, communicate or divulge to, or use for the direct or indirect benefit of any person, firm, association or company other than the Company, any material referred to in Section 9 above unless such material has become otherwise publicly available.

(c) Saving Clause. If the period of time or the area specified in subsection (a) above should be adjudged unreasonable in any proceeding, then the period of time shall be reduced by such number of months or the area shall be reduced by the elimination of such portion thereof or both so that such restrictions may be enforced in such area and for such time as is adjudged to be reasonable. If the Executive violates any of the restrictions contained in the foregoing subsection (a), the restrictive period shall not run in favor of the Executive from the time of the commencement of any such violation until such time as such violation shall be cured by the Executive to the satisfaction of Company.

11. Executive's Representation and Warranties. Executive represents and warrants that he has the full right and authority to enter into this Agreement and fully perform his obligations

hereunder, that he is not subject to any non-competition agreement other than with the Company, and that his past, present and anticipated future activities have not and will not infringe on the proprietary rights of others. Executive further represents and warrants that he is not obligated under any contract (including, but not limited to, licenses, covenants or commitments of any nature) or other agreement or subject to any judgment, decree or order of any court or administrative agency which would conflict with his obligation to use his best efforts to perform his duties hereunder or which would conflict with the Company's business and operations as presently conducted or proposed to be conducted. Neither the execution nor delivery of this Agreement, nor the carrying on of the Company's business as officer and employee by Executive will conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under any contract, covenant or instrument to which Executive is currently a party.

12. Miscellaneous.

(a) Integration; Amendment. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters set forth herein and supersedes and renders of no force and effect all prior understandings and agreements between the parties with respect to the matters set forth herein. No amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

(b) Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder of this Agreement shall not be invalid and shall be given full force and effect so far as possible.

(c) Waivers. The failure or delay of any party at any time to require performance by the other party of any provision of this Agreement, even if known, shall not affect the right of

such party to require performance of that provision or to exercise any right, power, or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to other or further notice or demand in similar or other circumstances.

(d) Power and Authority. The Company represents and warrants to the Executive that it has the requisite corporate power to enter into this Agreement and perform the terms hereof; that the execution, delivery and performance of this Agreement by it has been duly authorized by all appropriate corporate action; and that this Agreement represents the valid and legally

binding obligation of the Company and is enforceable against it in accordance with its terms.

(e) Burden and Benefit; Survival. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal and legal representatives, successors and assigns. In addition to, and not in limitation of anything contained in this Agreement, it is expressly understood and agreed that the Company's obligation to pay Termination Compensation as set forth herein shall survive any termination of this Agreement.

(f) Governing Law; Headings. This Agreement and its construction, performance, and enforceability shall be governed by, and construed in accordance with, the laws of the State of New Jersey. Headings and titles herein are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

(g) Notices. All notices called for under this Agreement shall be in writing and shall be deemed given upon receipt if delivered personally or by confirmed facsimile transmission and followed promptly by mail, or mailed by registered or certified mail (return receipt requested),

postage prepaid, to the parties at their respective addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof) as set forth in the preamble to this Agreement or to any other address or addressee as any party entitled to receive notice under this Agreement shall designate, from time to time, to others in the manner provided in this subsection 11(g) for the service of Notices.

Any notice delivered to the party hereto to whom it is addressed shall be deemed to have been given and received on the day it was received; provided, however, that if such day is not a business day then the notice shall be deemed to have been given and received on the business day next following such day. Any notice sent by facsimile transmission shall be deemed to have been given and received on the business day next following the day of transmission.

(h) Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which federal banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

THIS AGREEEMENT CONTAINS VERY IMPORTANT TERMS GOVERNING YOUR EMPLOYMENT. IN PARTICULAR, PARAGRAPH 10 AFFECTS YOUR ABILITY TO TAKE CERTAIN ACTIONS FOLLOWING THE TERMINATION OF THIS AGREEMENT. YOU SHOULD SEEK ADVICE FROM YOUR ATTORNEY REGARDING ANY MATTER RELATING TO THIS AGREEMENT. BY EXECUTING THIS AGREEMENT, YOU ARE AFFIRMING THAT YOU HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND

TO CONSULT WITH YOUR ATTORNEY IF YOU SO DESIRED, THAT YOU UNDERSTAND THE MEANING AND SIGNIFICANCE OF ALL OF ITS

PROVISIONS, THAT NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE TO YOU REGARDING

YOUR EMPLOYMENT WHICH ARE NOT SET FORTH IN THIS AGREEMENT, AND THAT YOU ARE FREELY SIGNING THIS AGREEMENT TO OBTAIN EMPLOYMENT WITH THE COMPANY.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

CHARLES T. SALDARINI

PROFESSIONAL DETAILING, INC.
a New Jersey corporation

By:

John P. Dugan
Chairman of the Board

PROFESSIONAL DETAILING, INC.
a Delaware corporation

By:

John P. Dugan
Chairman of the Board

Exhibit 10.4

[LETTERHEAD OF PROFESSIONAL DETAILING INC.]

Mr. John P. Dugan
Otterkill Road
P.O. Box 54
Mountainville, N.Y. 10953

Re: 1998 Compensation

Dear Mr. Dugan,

Please be advised that your total 1998 and future years compensation will consist of a salary of $125,000 plus fringe benefits and expense reimbursements consistent with past practices. 1998 and future years' compensation will not include any bonus compensation.

Very truly yours,

Professional Detailing Inc.

By: /s/ Charles T. Saldarini

Charles T. Saldarini
President

AGREED TO AND ACCEPTED:

/s/ John P. Dugan
- -----------------------
JOHN P. DUGAN

Dated:

Exhibit 10.5

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made as of the 1st day of March, 1998, by and among PROFESSIONAL DETAILING, INC., a New Jersey corporation ("PDI-NJ"), PROFESSIONAL DETAILING, INC., a Delaware corporation ("PDI-Del"), both having their principal place of business at 599 MacArthur Blvd., Mahwah, New Jersey 07450, on the one hand, and STEVEN K. BUDD, residing at 1333 Lexington Drive, Yardley, Pennsylvania 19067 (the "Executive"), on the other. PDI-NJ and PDI-Del are collectively referred to herein as the "Company".

WITNESSETH:

WHEREAS, the Company believes that it would benefit from the application of the Executive's particular and unique skill, experience and background to the management and operation of the Company, and wishes to employ the Executive as Chief Operating Officer ("COO") and Executive Vice-President of the Company; and

WHEREAS, the parties desire by this Agreement to set forth the terms and conditions of the employment relationship between the Company and the Executive.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants in this Agreement, the Company and the Executive agree as follows:

1. Employment and Duties. The Company hereby employs the Executive as COO and Executive Vice-President on the terms and conditions provided in this Agreement and Executive agrees to accept such employment subject to the terms and conditions of this Agreement. The Executive shall be responsible for management of the day-to-day operations of the Company, shall

perform the duties and responsibilities as are customary for the officer of a corporation in such positions, and shall perform such other duties and responsibilities as are reasonably determined from time to time by the Chief Executive Officer of the Company. The Executive shall report to and be supervised by the Company's Chief Executive Officer. The Executive shall be based at the Company's offices in Mahwah, New Jersey or such other place that shall constitute the Company's headquarters and, except for business travel incident to his employment under this Agreement, the Company agrees the Executive shall not be required to relocate.

2. Term. The term of this Agreement shall commence on March 1, 1998 (the "Commencement Date"), and shall terminate on March 31, 2001, unless extended or earlier terminated in accordance with the terms of this Agreement

(the "Termination Date"). Such term of employment is herein sometimes referred to as the "Employment Term". The Employment Term shall be extended for successive one year periods unless either party notifies the other in writing at least 180 days before the Termination Date, or any anniversary of the Termination Date, as the case may be, that he or it chooses not to extend the Employment Term.

3. Compensation. As compensation for performing the services required by this Agreement, and during the term of this Agreement, the Executive shall be compensated as follows:

(a) Base Compensation. The Company shall pay to the Executive an annual salary ("Base Compensation") of $178,605, payable in equal installments pursuant to the Company's customary payroll procedures in effect for its executive personnel at the time of payment, but in no event less frequently than monthly, subject to withholding for applicable federal, state, and local taxes. The Executive may be entitled to such increases in Base Compensation with respect to each calendar year during the term of this

Agreement, as shall be determined by the

Company, in its sole and absolute discretion, based on periodic reviews of the Executive's performance .

(b) Incentive Compensation. In addition to Base Compensation, the Executive may be entitled to receive additional compensation ("Incentive Compensation") in the discretion of the Company. The Incentive Compensation shall be pursuant to short-term and/or long-term incentive compensation programs which may be established by the Company. For purposes of this Agreement, the Executive's "Pro Rata Share" of Incentive Compensation for any calendar of the Company shall be a fraction whose numerator shall be equal to the number of months (or parts of months) during which the Executive was actually employed by the Company during any such calendar year and whose denominator shall be the total number of months in such calendar year.

4. Employee Benefits. During the Employment Term and subject to the limitations set forth in this Section 4, the Executive and his eligible dependents shall have the right to participate in any retirement plans (qualified and non-qualified), pension, insurance, health, disability or other benefit plan or program that has been or is hereafter adopted by the Company (or in which the Company participates), according to the terms of such plan or program, on terms no less favorable than the most favorable terms granted to senior executives of the Company.

5. Vacation and Leaves of Absence. The Executive shall be entitled to the normal and customary amount of paid vacation provided to senior executive officers of the Company, but in no event less than 20 days during each 12 month period, beginning on the Effective Date of this Agreement. Any vacation days that are not taken in a given 12 month period shall not accrue or carry-over from year to year. Upon any termination of this Agreement for any reason whatsoever, accrued and unused vacation for the year in which this Agreement

terminates will be paid to the Executive within 10 days of such termination based on his annual rate of Base Compensation in

effect on the date of such termination. In addition, the Executive may be granted leaves of absence with or without pay for such valid and legitimate reasons as the Company in its sole and absolute discretion may determine, and is entitled to the same sick leave and holidays provided to other senior executive officers of the Company.

6. Expenses.

(a) Business Expenses. The Executive shall be promptly reimbursed against presentation of vouchers or receipts for all reasonable and necessary expenses incurred by him in connection with the performance of business-related duties.

(b) Automobile Expense. During the Employment Term, in order to facilitate the performance of the Executive's duties hereunder, and otherwise for the convenience of the Company, the Company shall provide the Executive with an automobile, or shall reimburse the Executive for the cost of leasing an automobile (provided that the lease payments with respect to such automobile shall not exceed $1,000 per month) and shall pay or reimburse Executive (upon presentation of vouchers or receipts) for the reasonable cost of all maintenance, insurance, repairs, gas and other expenses related to such automobile.

7. Indemnification. The Company shall (and is hereby obligated to) indemnify (including advance payment of expenses, which such expenses shall include, without limitation, attorneys' fees) the Executive for all actions taken by Executive as an officer of the Company or the failure of Executive to take any action in each and every situation where the Company is obligated to make such indemnification pursuant to applicable law and the relevant portions of the Company's Certificate of Incorporation and By-Laws.

8. Termination and Termination Benefits.

(a) Termination by the Company.

(i) For Cause. Notwithstanding any provision contained herein, the Company may terminate this Agreement at any time during the Employment Term for "cause". For purposes of this subsection 8(a)(i), "cause" shall mean (1) the continuing willful failure by the Executive to substantially perform his duties hereunder for any reason other than total or partial incapacity due to physical or mental illness, (2) gross negligence or gross malfeasance on the part of the Executive in the performance of his duties hereunder that causes material harm to the Company, and (3) the conviction of

the Executive, by a court of competent jurisdiction, of a felony or other serious crime involving moral turpitude. Termination pursuant to this subsection 8(a)(i) shall be effective immediately upon giving the Executive written notice thereof stating the reason or reasons therefor with respect to clauses (2) and (3) above, and 15 days after written notice thereof from the Company to the Executive specifying the acts or omissions constituting the failure and requesting that they be remedied with respect to clause (1) above, but only if the Executive has not cured such failure within such 15 day period. In the event of a termination pursuant to this subsection 8(a)(i), the Executive shall be entitled to payment of his Base Compensation and the benefits pursuant to Section 4 hereof up to the effective date of such termination and it is also the intention and agreement of the Company that Executive shall not be deprived by reason of termination for cause of any payments, options or benefits which have been vested or have been earned or to which Executive is entitled as of the effective date of such termination.

(ii) Disability. If due to illness, physical or mental disability, or other incapacity, the Executive shall fail, for a total of any six consecutive months ("Disability"), to

substantially perform the principal duties required by this Agreement, the Company may terminate this Agreement upon 30 days' written notice to the Executive. In such event, the Executive shall be (1) paid his Base Compensation until the Termination Date and his Pro Rata Share of any Incentive Compensation to which he would have been entitled for the year in which such termination occurs, and (2) provided with employee benefits pursuant to Section 4, to the extent available, for the remainder of the Employment Term; provided, however, that any compensation to be paid to the Executive pursuant to this subsection 8(a)(ii) shall be offset against any payments received by the Executive pursuant to any policy of disability insurance the premiums of which are paid for by the Company.

(b) Termination by the Executive. The Executive may terminate this Agreement at any time during the Employment Term for "good reason" upon 60 days' written notice to the Company (during which period the Executive shall, if requested in writing by the Company, continue to perform his duties as specified under this Agreement). "Good reason" shall mean: (1) if the Executive's employment is terminated by the Company without "cause" (as such term is defined in subsection 8(a)(i) above); (2) the Company's failure to make any of the payments or provide any of the benefits to the Executive under this Agreement; (3) the Company's material breach of any provision of this Agreement; (4) a reduction in the Executive's responsibilities (provided, however, "good reason" shall not include a reduction in Executive's responsibilities if such reduction is a result of Executive's failure to perform his duties in a manner reasonably satisfactory to the Company); or (5) a reduction in the Executive's Base Compensation (other than a pro rata reduction in Base Compensation applicable to all senior executives of the Company); provided, however, that the Company has not cured, or commenced to cure, such failure or breach within the aforementioned 60 day period.

(c) Termination Compensation. In the event of a termination of this Agreement by the Executive for "good reason" pursuant to subsection 8(b) above, the Executive shall be paid (1) his Base Compensation up to the effective date of such termination; (2) his full share of any Incentive Compensation payable to him for the year in which the termination occurs; and (3) a lump sum payment (hereinafter "Termination Compensation") to the Executive equal to 100% of the average cash compensation (including Base Compensation and Incentive Compensation) paid to the Executive in the two calendar years immediately preceding the calendar year in which the termination occurs. Payment of Termination Compensation to the Executive shall occur no later than 14 days following the effective date of the Executive's termination. For purposes of this subsection 8(c), the date of termination of the Executive's employment shall be date on which the Executive ceases to perform services for the Company.

(d) Stock Options and Other Benefits. In the event that the Executive is terminated for reasons other than for "cause" or in the event the Executive terminates this Agreement for "good reason", any stock options then held by the Executive and/or any other benefits subject to specified vesting criteria, shall immediately vest in the Executive; provided, however, all stock options then held by the Executive and/or any other benefits subject to specified vesting criteria shall expire and/or terminate 90 days after the date this Agreement is terminated pursuant to subsections 8(a)(i) or 8(b). The Company agrees to take such steps and to execute such documents as shall be necessary to effectuate the foregoing.

(e) Death Benefit. Notwithstanding any other provision of this Agreement, this Agreement shall terminate on the date of the Executive's death. In such event the Company shall continue to pay Executive's Base Salary to his wife, if she survives him, or, if she does not survive him, in equal shares to his children who survive him, through the end of the third month following

the month in which such death occurs. In addition, the Company shall pay to Executive's wife, if she survives him, or, if she does not survive him, in equal shares to his children who survive him, the Pro Rata Share of any Incentive Compensation to which Executive would have been entitled for the year in which such death occurs.

(f) No Mitigation. The Executive shall not be required to mitigate the amount of any payments provided for by this Agreement by seeking employment or otherwise, nor shall the amount of any payment or benefit provided in this Agreement be reduced by any compensation or benefit earned by the Executive after termination of his employment.

9. Company Property. All advertising, promotional, sales, suppliers, manufacturers and other materials or articles or information, including without

limitation data processing reports, customer lists, customer sales analyses, invoices, product lists, price lists or information, samples, or any other materials or data of any kind furnished to the Executive by the Company or developed by the Executive on behalf of the Company or at the Company's direction or for the Company's use or otherwise in connection with the Executive's employment hereunder, are and shall remain the sole and confidential property of the Company; if the Company requests the return of such materials at any time during or at or after the termination of the Executive's employment, the Executive shall immediately deliver the same to the Company.

10. Covenant Not To Compete.

(a) No Solicitation or Competition. During the term of this Agreement and for a period of one year after termination of the Executive's employment with the Company for any reason, the Executive shall not, directly or indirectly, solicit, induce, encourage or attempt to influence any client, customer, employee, consultant, independent contractor, salesman or supplier

of the Company to cease to do business or terminate his employment with the Company, and shall not engage in (as a principal, partner, director, officer, agent, employee, consultant or otherwise) or be financially interested in any business competing with the Company anywhere in the United States, including, but not limited to, in the case of the state of California, the counties listed on Annex A attached hereto. Nothing contained in this Section 10 shall prevent the Executive from holding for investment not more than five percent (5%) of any class of equity securities of a company whose securities are publicly traded or from engaging in any activities that are not in competition with the business activities of the Company.

(b) Confidentiality of Company Property. During the effectiveness of this Agreement and at all times thereafter, the Executive shall not use for his personal benefit, or disclose, communicate or divulge to, or use for the direct or indirect benefit of any person, firm, association or company other than the Company, any material referred to in Section 9 above unless such material has become otherwise publicly available.

(c) Saving Clause. If the period of time or the area specified in subsection (a) above should be adjudged unreasonable in any proceeding, then the period of time shall be reduced by such number of months or the area shall be reduced by the elimination of such portion thereof or both so that such restrictions may be enforced in such area and for such time as is adjudged to be reasonable. If the Executive violates any of the restrictions contained in the foregoing subsection (a), the restrictive period shall not run in favor of the Executive from the time of the commencement of any such violation until such time as such violation shall be cured by the Executive to the satisfaction of Company.

11. Executive's Representation and Warranties. Executive represents and warrants that he has the full right and authority to enter into this Agreement and fully perform his obligations

hereunder, that he is not subject to any non-competition agreement other than with the Company, and that his past, present and anticipated future activities have not and will not infringe on the proprietary rights of others. Executive further represents and warrants that he is not obligated under any contract (including, but not limited to, licenses, covenants or commitments of any nature) or other agreement or subject to any judgment, decree or order of any court or administrative agency which would conflict with his obligation to use his best efforts to perform his duties hereunder or which would conflict with the Company's business and operations as presently conducted or proposed to be conducted. Neither the execution nor delivery of this Agreement, nor the carrying on of the Company's business as officer and employee by Executive will conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under any contract, covenant or instrument to which Executive is currently a party.

12. Miscellaneous.

(a) Integration; Amendment. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters set forth herein and supersedes and renders of no force and effect all prior understandings and agreements between the parties with respect to the matters set forth herein. No amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

(b) Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder of this Agreement shall not be invalid and shall be given full force and effect so far as possible.

(c) Waivers. The failure or delay of any party at any time to require performance by the other party of any provision of this Agreement, even if known, shall not affect the right of

such party to require performance of that provision or to exercise any right, power, or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to other or further notice or demand in similar or other circumstances.

(d) Power and Authority. The Company represents and warrants to the Executive that it has the requisite corporate power to enter into this Agreement and perform the terms hereof; that the execution, delivery and

performance of this Agreement by it has been duly authorized by all appropriate corporate action; and that this Agreement represents the valid and legally binding obligation of the Company and is enforceable against it in accordance with its terms.

(e) Burden and Benefit; Survival. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal and legal representatives, successors and assigns. In addition to, and not in limitation of anything contained in this Agreement, it is expressly understood and agreed that the Company's obligation to pay Termination Compensation as set forth herein shall survive any termination of this Agreement.

(f) Governing Law; Headings. This Agreement and its construction, performance, and enforceability shall be governed by, and construed in accordance with, the laws of the State of New Jersey. Headings and titles herein are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

(g) Notices. All notices called for under this Agreement shall be in writing and shall be deemed given upon receipt if delivered personally or by confirmed facsimile transmission and followed promptly by mail, or mailed by registered or certified mail (return receipt requested),

postage prepaid, to the parties at their respective addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof) as set forth in the preamble to this Agreement or to any other address or addressee as any party entitled to receive notice under this Agreement shall designate, from time to time, to others in the manner provided in this subsection 11(g) for the service of Notices.

Any notice delivered to the party hereto to whom it is addressed shall be deemed to have been given and received on the day it was received; provided, however, that if such day is not a business day then the notice shall be deemed to have been given and received on the business day next following such day. Any notice sent by facsimile transmission shall be deemed to have been given and received on the business day next following the day of transmission.

(h) Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which federal banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

THIS AGREEEMENT CONTAINS VERY IMPORTANT TERMS GOVERNING YOUR EMPLOYMENT. IN PARTICULAR, PARAGRAPH 10 AFFECTS YOUR ABILITY TO TAKE CERTAIN ACTIONS FOLLOWING THE TERMINATION OF THIS AGREEMENT. YOU SHOULD SEEK ADVICE FROM YOUR ATTORNEY REGARDING ANY MATTER RELATING TO THIS AGREEMENT. BY EXECUTING THIS AGREEMENT,

YOU ARE AFFIRMING THAT YOU HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND TO CONSULT WITH YOUR ATTORNEY IF YOU SO DESIRED, THAT YOU UNDERSTAND THE MEANING AND SIGNIFICANCE OF ALL OF ITS

PROVISIONS, THAT NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE TO YOU REGARDING

YOUR EMPLOYMENT WHICH ARE NOT SET FORTH IN THIS AGREEMENT, AND THAT YOU ARE FREELY SIGNING THIS AGREEMENT TO OBTAIN EMPLOYMENT WITH THE COMPANY.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

STEVEN K. BUDD

PROFESSIONAL DETAILING, INC.,
a New Jersey corporation

By:

Charles T. Saldarini
Chief Executive Officer

PROFESSIONAL DETAILING, INC.,
a Delaware corporation

By:

Charles T. Saldarini
Chief Executive Officer

Exhibit 10.6

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made as of the 1st day of March, 1998, by and among PROFESSIONAL DETAILING, INC., a New Jersey corporation ("PDI-NJ"), PROFESSIONAL DETAILING, INC., a Delaware corporation ("PDI-Del"), both having their principal place of business at 599 MacArthur Blvd., Mahwah, New Jersey 07450, on the one hand, and BERNARD C. BOYLE, residing at 60 Oak Road, Briarcliff Manor, New York 10510 (the "Executive"), on the other. PDI-NJ and PDI-Del are collectively referred to herein as the "Company".

WITNESSETH:

WHEREAS, the Company believes that it would benefit from the application of the Executive's particular and unique skill, experience and background to the management and operation of the Company, and wishes to employ the Executive as Chief Financial Officer ("CFO"), Executive Vice-President, Secretary and Treasurer of the Company; and

WHEREAS, the parties desire by this Agreement to set forth the terms and conditions of the employment relationship between the Company and the Executive.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants in this Agreement, the Company and the Executive agree as follows:

1. Employment and Duties. The Company hereby employs the Executive as CFO, Executive Vice-President, Secretary and Treasurer on the terms and conditions provided in this Agreement and Executive agrees to accept such employment subject to the terms and conditions of this Agreement. The Executive shall be responsible for management of the financial operations,

shall perform the duties and responsibilities as are customary for the officer of a corporation in such positions, and shall perform such other duties and responsibilities as are reasonably determined from time to time by the Chief Executive Officer of the Company. The Executive shall report to and be supervised by the Company's Chief Executive Officer. The Executive shall be based at the Company's offices in Mahwah, New Jersey or such other place that shall constitute the Company's headquarters and, except for business travel incident to his employment under this Agreement, the Company agrees the Executive shall not be required to relocate.

2. Term. The term of this Agreement shall commence on March 1, 1998 (the "Commencement Date"), and shall terminate on December 31, 2000, unless extended or earlier terminated in accordance with the terms of this Agreement

(the "Termination Date"). Such term of employment is herein sometimes referred to as the "Employment Term". The Employment Term shall be extended for successive one year periods unless either party notifies the other in writing at least 180 days before the Termination Date, or any anniversary of the Termination Date, as the case may be, that he or it chooses not to extend the Employment Term.

3. Compensation. As compensation for performing the services required by this Agreement, and during the term of this Agreement, the Executive shall be compensated as follows:

(a) Base Compensation. The Company shall pay to the Executive an annual salary ("Base Compensation") of $165,000, payable in equal installments pursuant to the Company's customary payroll procedures in effect for its executive personnel at the time of payment, but in no event less frequently than monthly, subject to withholding for applicable federal, state, and local taxes. The Executive may be entitled to such increases in Base Compensation with respect to each calendar year during the term of this

Agreement, as shall be determined by the

Company, in its sole and absolute discretion, based on periodic reviews of the Executive's performance .

(b) Incentive Compensation. In addition to Base Compensation, the Executive may be entitled to receive additional compensation ("Incentive Compensation") in the discretion of the Company. The Incentive Compensation shall be pursuant to short-term and/or long-term incentive compensation programs which may be established by the Company. For purposes of this Agreement, the Executive's "Pro Rata Share" of Incentive Compensation for any calendar of the Company shall be a fraction whose numerator shall be equal to the number of months (or parts of months) during which the Executive was actually employed by the Company during any such calendar year and whose denominator shall be the total number of months in such calendar year.

4. Employee Benefits. During the Employment Term and subject to the limitations set forth in this Section 4, the Executive and his eligible dependents shall have the right to participate in any retirement plans (qualified and non-qualified), pension, insurance, health, disability or other benefit plan or program that has been or is hereafter adopted by the Company (or in which the Company participates), according to the terms of such plan or program, on terms no less favorable than the most favorable terms granted to senior executives of the Company.

5. Vacation and Leaves of Absence. The Executive shall be entitled to the normal and customary amount of paid vacation provided to senior executive officers of the Company, but in no event less than 20 days during each 12 month period, beginning on the Effective Date of this Agreement. Any vacation days that are not taken in a given 12 month period shall not accrue or carry-over from year to year. Upon any termination of this Agreement for any reason whatsoever, accrued and unused vacation for the year in which this Agreement

terminates will be paid to the Executive within 10 days of such termination based on his annual rate of Base Compensation in

effect on the date of such termination. In addition, the Executive may be granted leaves of absence with or without pay for such valid and legitimate reasons as the Company in its sole and absolute discretion may determine, and is entitled to the same sick leave and holidays provided to other senior executive officers of the Company.

6. Expenses.

(a) Business Expenses. The Executive shall be promptly reimbursed against presentation of vouchers or receipts for all reasonable and necessary expenses incurred by him in connection with the performance of business-related duties.

(b) Automobile Expense. During the Employment Term, in order to facilitate the performance of the Executive's duties hereunder, and otherwise for the convenience of the Company, the Company shall provide the Executive with an automobile, or shall reimburse the Executive for the cost of leasing an automobile (provided that the lease payments with respect to such automobile shall not exceed $1,000 per month) and shall pay or reimburse Executive (upon presentation of vouchers or receipts) for the reasonable cost of all maintenance, insurance, repairs, gas and other expenses related to such automobile.

7. Indemnification. The Company shall (and is hereby obligated to) indemnify (including advance payment of expenses, which such expenses shall include, without limitation, attorneys' fees) the Executive for all actions taken by Executive as an officer of the Company or the failure of Executive to take any action in each and every situation where the Company is obligated to make such indemnification pursuant to applicable law and the relevant portions of the Company's Certificate of Incorporation and By-Laws.

8. Termination and Termination Benefits.

(a) Termination by the Company.

(i) For Cause. Notwithstanding any provision contained herein, the Company may terminate this Agreement at any time during the Employment Term for "cause". For purposes of this subsection 8(a)(i), "cause" shall mean (1) the continuing willful failure by the Executive to substantially perform his duties hereunder for any reason other than total or partial incapacity due to physical or mental illness, (2) gross negligence or gross malfeasance on the part of the Executive in the performance of his duties

hereunder that causes material harm to the Company, and (3) the conviction of the Executive, by a court of competent jurisdiction, of a felony or other serious crime involving moral turpitude. Termination pursuant to this subsection 8(a)(i) shall be effective immediately upon giving the Executive written notice thereof stating the reason or reasons therefor with respect to clauses (2) and (3) above, and 15 days after written notice thereof from the Company to the Executive specifying the acts or omissions constituting the failure and requesting that they be remedied with respect to clause (1) above, but only if the Executive has not cured such failure within such 15 day period. In the event of a termination pursuant to this subsection 8(a)(i), the Executive shall be entitled to payment of his Base Compensation and the benefits pursuant to Section 4 hereof up to the effective date of such termination and it is also the intention and agreement of the Company that Executive shall not be deprived by reason of termination for cause of any payments, options or benefits which have been vested or have been earned or to which Executive is entitled as of the effective date of such termination.

(ii) Disability. If due to illness, physical or mental disability, or other incapacity, the Executive shall fail, for a total of any six consecutive months ("Disability"), to

substantially perform the principal duties required by this Agreement, the Company may terminate this Agreement upon 30 days' written notice to the Executive. In such event, the Executive shall be (1) paid his Base Compensation until the Termination Date and his Pro Rata Share of any Incentive Compensation to which he would have been entitled for the year in which such termination occurs, and (2) provided with employee benefits pursuant to Section 4, to the extent available, for the remainder of the Employment Term; provided, however, that any compensation to be paid to the Executive pursuant to this subsection 8(a)(ii) shall be offset against any payments received by the Executive pursuant to any policy of disability insurance the premiums of which are paid for by the Company.

(b) Termination by the Executive. The Executive may terminate this Agreement at any time during the Employment Term for "good reason" upon 60 days' written notice to the Company (during which period the Executive shall, if requested in writing by the Company, continue to perform his duties as specified under this Agreement). "Good reason" shall mean: (1) if the Executive's employment is terminated by the Company without "cause" (as such term is defined in subsection 8(a)(i) above); (2) the Company's failure to make any of the payments or provide any of the benefits to the Executive under this Agreement; (3) the Company's material breach of any provision of this Agreement; (4) a reduction in the Executive's responsibilities (provided, however, "good reason" shall not include a reduction in Executive's responsibilities if such reduction is a result of Executive's failure to perform his duties in a manner reasonably satisfactory to the Company); or (5) a reduction in the Executive's Base Compensation (other than a pro rata reduction in Base Compensation applicable to all senior executives of the Company); provided, however, that the Company has not cured, or commenced to cure, such failure or breach within the aforementioned 60 day period.

(c) Termination Compensation. In the event of a termination of this Agreement by the Executive for "good reason" pursuant to subsection 8(b) above, the Executive shall be paid (1) his Base Compensation up to the effective date of such termination; (2) his full share of any Incentive Compensation payable to him for the year in which the termination occurs; and (3) a lump sum payment (hereinafter "Termination Compensation") to the Executive equal to 100% of the average cash compensation (including Base Compensation and Incentive Compensation) paid to the Executive in the two calendar years immediately preceding the calendar year in which the termination occurs. Payment of Termination Compensation to the Executive shall occur no later than 14 days following the effective date of the Executive's termination. For purposes of this subsection 8(c), the date of termination of the Executive's employment shall be date on which the Executive ceases to perform services for the Company.

(d) Stock Options and Other Benefits. In the event that the Executive is terminated for reasons other than for "cause" or in the event the Executive terminates this Agreement for "good reason", any stock options then held by the Executive and/or any other benefits subject to specified vesting criteria, shall immediately vest in the Executive; provided, however, all stock options then held by the Executive and/or any other benefits subject to specified vesting criteria shall expire and/or terminate 90 days after the date this Agreement is terminated pursuant to subsections 8(a)(i) or 8(b). The Company agrees to take such steps and to execute such documents as shall be necessary to effectuate the foregoing.

(e) Death Benefit. Notwithstanding any other provision of this Agreement, this Agreement shall terminate on the date of the Executive's death. In such event the Company shall continue to pay Executive's Base Salary to his wife, if she survives him, or, if she does not survive him, in equal shares to his children who survive him, through the end of the third month following

the month in which such death occurs. In addition, the Company shall pay to Executive's wife, if she survives him, or, if she does not survive him, in equal shares to his children who survive him, the Pro Rata Share of any Incentive Compensation to which Executive would have been entitled for the year in which such death occurs.

(f) No Mitigation. The Executive shall not be required to mitigate the amount of any payments provided for by this Agreement by seeking employment or otherwise, nor shall the amount of any payment or benefit provided in this Agreement be reduced by any compensation or benefit earned by the Executive after termination of his employment.

9. Company Property. All advertising, promotional, sales, suppliers,

manufacturers and other materials or articles or information, including without limitation data processing reports, customer lists, customer sales analyses, invoices, product lists, price lists or information, samples, or any other materials or data of any kind furnished to the Executive by the Company or developed by the Executive on behalf of the Company or at the Company's direction or for the Company's use or otherwise in connection with the Executive's employment hereunder, are and shall remain the sole and confidential property of the Company; if the Company requests the return of such materials at any time during or at or after the termination of the Executive's employment, the Executive shall immediately deliver the same to the Company.

10. Covenant Not To Compete.

(a) No Solicitation or Competition. During the term of this Agreement and for a period of one year after termination of the Executive's employment with the Company for any reason, the Executive shall not, directly or indirectly, solicit, induce, encourage or attempt to influence any client, customer, employee, consultant, independent contractor, salesman or supplier of the Company to cease to do business or terminate his employment with the Company, and shall not engage in (as a principal, partner, director, officer, agent, employee, consultant or otherwise) or be financially interested in any business competing with the Company anywhere in the United States, including, but not limited to, in the case of the state of California, the counties listed on Annex A attached hereto. Nothing contained in this Section 10 shall prevent the Executive from holding for investment not more than five percent (5%) of any class of equity securities of a company whose securities are publicly traded or from engaging in any activities that are not in competition with the business activities of the Company.

(b) Confidentiality of Company Property. During the effectiveness of this Agreement and at all times thereafter, the Executive shall not use for his personal benefit, or disclose, communicate or divulge to, or use for the direct or indirect benefit of any person, firm, association or company other than the Company, any material referred to in Section 9 above unless such material has become otherwise publicly available.

(c) Saving Clause. If the period of time or the area specified in subsection (a) above should be adjudged unreasonable in any proceeding, then the period of time shall be reduced by such number of months or the area shall be reduced by the elimination of such portion thereof or both so that such restrictions may be enforced in such area and for such time as is adjudged to be reasonable. If the Executive violates any of the restrictions contained in the foregoing subsection (a), the restrictive period shall not run in favor of the Executive from the time of the commencement of any such violation until such time as such violation shall be cured by the Executive to the satisfaction of Company.

11. Executive's Representation and Warranties. Executive represents and warrants that he has the full right and authority to enter into this Agreement and fully perform his obligations hereunder, that he is not subject to any non-competition agreement other than with the Company,

and that his past, present and anticipated future activities have not and will not infringe on the proprietary rights of others. Executive further represents and warrants that he is not obligated under any contract (including, but not limited to, licenses, covenants or commitments of any nature) or other agreement or subject to any judgment, decree or order of any court or administrative agency which would conflict with his obligation to use his best efforts to perform his duties hereunder or which would conflict with the Company's business and operations as presently conducted or proposed to be conducted. Neither the execution nor delivery of this Agreement, nor the carrying on of the Company's business as officer and employee by Executive will conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under any contract, covenant or instrument to which Executive is currently a party.

12. Miscellaneous.

(a) Integration; Amendment. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters set forth herein and supersedes and renders of no force and effect all prior understandings and agreements between the parties with respect to the matters set forth herein. No amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

(b) Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder of this Agreement shall not be invalid and shall be given full force and effect so far as possible.

(c) Waivers. The failure or delay of any party at any time to require performance by the other party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to other or further notice or demand in similar or other circumstances.

(d) Power and Authority. The Company represents and warrants

to the Executive that it has the requisite corporate power to enter into this Agreement and perform the terms hereof; that the execution, delivery and performance of this Agreement by it has been duly authorized by all appropriate corporate action; and that this Agreement represents the valid and legally binding obligation of the Company and is enforceable against it in accordance with its terms.

(e) Burden and Benefit; Survival. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal and legal representatives, successors and assigns. In addition to, and not in limitation of anything contained in this Agreement, it is expressly understood and agreed that the Company's obligation to pay Termination Compensation as set forth herein shall survive any termination of this Agreement.

(f) Governing Law; Headings. This Agreement and its construction, performance, and enforceability shall be governed by, and construed in accordance with, the laws of the State of New Jersey. Headings and titles herein are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

(g) Notices. All notices called for under this Agreement shall be in writing and shall be deemed given upon receipt if delivered personally or by confirmed facsimile transmission and followed promptly by mail, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at their respective addresses (or at such other address for a party as

shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof) as set forth in the preamble to this Agreement or to any other address or addressee as any party entitled to receive notice under this Agreement shall designate, from time to time, to others in the manner provided in this subsection 11(g) for the service of Notices.

Any notice delivered to the party hereto to whom it is addressed shall be deemed to have been given and received on the day it was received; provided, however, that if such day is not a business day then the notice shall be deemed to have been given and received on the business day next following such day. Any notice sent by facsimile transmission shall be deemed to have been given and received on the business day next following the day of transmission.

(h) Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which federal banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

THIS AGREEEMENT CONTAINS VERY IMPORTANT TERMS GOVERNING YOUR EMPLOYMENT. IN PARTICULAR, PARAGRAPH 10 AFFECTS YOUR ABILITY TO TAKE CERTAIN ACTIONS FOLLOWING

THE TERMINATION OF THIS AGREEMENT. YOU SHOULD SEEK ADVICE FROM YOUR ATTORNEY REGARDING ANY MATTER RELATING TO THIS AGREEMENT. BY EXECUTING THIS AGREEMENT, YOU ARE AFFIRMING THAT YOU HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND TO CONSULT WITH YOUR ATTORNEY IF YOU SO DESIRED, THAT YOU UNDERSTAND THE MEANING AND SIGNIFICANCE OF ALL OF ITS

PROVISIONS, THAT NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE TO YOU REGARDING YOUR EMPLOYMENT WHICH ARE NOT SET FORTH IN THIS AGREEMENT, AND THAT YOU ARE FREELY SIGNING THIS AGREEMENT TO OBTAIN EMPLOYMENT WITH THE COMPANY.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

BERNARD C. BOYLE

PROFESSIONAL DETAILING, INC.
a New Jersey corporation

By:

Charles T. Saldarini
Chief Executive Officer

PROFESSIONAL DETAILING, INC.
a New Delaware corporation

By:

Charles T. Saldarini
Chief Executive Officer

After the merger discussed in Note 2 to the Financial Statements is effected, we will be in a position to render the following consent.

/s/ COOPERS & LYBRAND L.L.P.

Parsippany, New Jersey
March 27, 1998

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the inclusion in this registration statement on Form S-1 of our report dated February 3, 1998, except as to the information presented in Note 2, for which the date is ________ on our audits of the Financial Statements of Professional Detailing, Inc. We also consent to the references to our firm under the caption 'Experts' and 'Selected Financial Data'.

Parsippany, New Jersey
March   , 1998

Exhibit 99.4

CONSENT

The undersigned, hereby consents to the use of its name in the Registration Statement filed by Professional Detailing, Inc. pursuant to the Securities Act of 1933, as amended as having prepared a valuation analysis of Professional Detailing, Inc.

HEMPSTEAD & CO.

By: /s/ J. Mark Penny

Name: J. Mark Penny
Title: Managing Director
Date: 3/27/98