

CosmeticsXchange

PRESENTED BY COSMETICS & TOILETRIES | POWERED BY VERTICALXCHANGE

CosmeticsXchange Participation Agreement

This Agreement is made as of the date listed below between ALLURED/VX, LLC d/b/a CosmeticsXchange (“**CTX**”) and _____ (Name), _____ (Title), for _____ (Company (“Participant”)).

ALLURED/VX, LLC organizes CosmeticsXchange event, which is a facilitated three-day forum that aligns executive decision makers with supplier executives, for the purpose of concise, one-to-one meetings. Participant has agreed to participate in the CosmeticsXchange event in the cosmetics and toiletries industry, as further described in this Agreement. In consideration for the mutual promises contained herein, the parties agree as follows:

1. In consideration for ALLURED/VX, LLC’s organization of a CosmeticsXchange event described in paragraph 3 for the cosmetics and toiletries industry, CosmeticsXchange (the “**CTX Event**”) Participant will attend the **CTX Event**. Such attendance shall include full time participation in all meetings and activities sponsored by **CTX** in connection with the **CTX Event** by a decision maker of Participant who has final decision-making authority for Participant (the “Decision Maker”). All of these persons must be involved in the purchasing process for Participant. In consideration for Participant’s attendance, **CTX** shall organize the **CTX Event**, secure the attendance of relevant suppliers and facilitate one-on-one appointments between the Participant and such suppliers. The cost for participating at **CTX** is a flat fee of \$1,600.00 (One Thousand Six Hundred Dollars) for the lead person – additional attendees are responsible for their own expenses.
2. **CTX** shall make reservations, and pay all transportation expenses for Participant, including coach airfare from a CONUS airport, hotel accommodations, and ground transportation to the location of the **CTX Event**. (Once your airfare has been booked, any changes to your travel arrangements will be at the Participant’s sole expense.) **CTX** will also provide meals to such persons. **CTX** shall not, however, be responsible for personal expenses of any persons attending the **CTX Event**, including but not limited to telephone and fax charges, personal incidentals, sightseeing, and food and beverages the attendee elects to purchase outside of those provided by **CTX**. The Participant may bring additional staff and/or guests to the **CTX Event** at Participant’s expense.
3. The **CTX Event** shall be held at the following location on the dates indicated: Dates: November 15 – 18, 2009, at Carefree Resort & Villas, Carefree, Arizona.
4. Participant acknowledges that in reliance upon Participant’s agreement to send the persons specified in paragraph 1 to the **CTX Event**, **CTX** will incur significant expense, and go to significant effort to organize the **CTX Event**. Participant acknowledges that if it fails to send such persons to the **CTX Event**, or they fail to attend scheduled meetings and events, **CTX** will suffer significant losses, including loss of non-refundable airfare and hotel payments, and obligations to refund amounts paid by vendors for attendance at such meeting. If participant cancels their participation on or before July 15, 2009 they will be liable for a charge of \$1,500.00 (One Thousand Five Hundred Dollars). If they cancel after July 15, 2009, they will be liable for a charge of \$2,500.00 (Two Thousand Five Hundred Dollars). Participant may suggest a suitable replacement however the acceptance of suggested replacement is at the sole discretion of **CTX**.
5. This Agreement shall be interpreted in accordance with the laws of Minnesota. Any dispute concerning this Agreement, or the Participant’s participation in the **CTX Event**, that the parties are unable to resolve on their own, shall be exclusively venued in the state and federal courts of Minnesota, located in Hennepin County, Minnesota, and each of the parties agrees to submit to the exclusive jurisdiction of such courts with respect to such disputes.

Participant: _____

(Company Name)

Signed: _____

Name: _____

Title: _____

Date: _____

ALLURED/VX, LLC, d/b/a CosmeticsXchange

Signed: _____

Name: _____

Title: _____

Date: _____