

ProcessTechnologyXchangeSM

PRESENTED BY FOOD ENGINEERING MAGAZINE | POWERED BY VERTICALXCHANGE

ProcessTechnologyXchange Participation Agreement

This Agreement is made as of the date listed below between BNPVX, LLC, d/b/a ProcessTechnologyXchange ("PTX") and

_____ (Name), _____ (Title), for
_____ (Company ("Participant")).

BNPVX, LLC organizes ProcessTechnologyXchange events, which are facilitated three-day forums that align executive decision makers having significant buying power with principal marketing and sales executives, for the purpose of concise, one-on-one meetings. Participant has agreed to participate in a ProcessTechnologyXchange event, as further described in this Agreement. In consideration for the mutual promises contained herein, the parties agree as follows:

1. In consideration for BNPVX, LLC's organization of a ProcessTechnologyXchange event described in paragraph 3 for the food engineering industry, ProcessTechnologyXchange (the "PTX Event") Participant will attend the PTX Event. Such attendance shall include full time participation in all meetings and activities sponsored by PTX in connection with the PTX 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, PTX shall organize the PTX Event, secure the attendance of key Suppliers from Participant's industry, and facilitate one-on-one appointments between the Participant and such Suppliers. The cost for participating at PTX is a flat fee of \$1,500.00 for the lead person. Additional attendees are responsible for their own expenses.
2. PTX shall make reservations, and pay all transportation expenses for Participant, including coach airfare from a CONUSA airport, hotel accommodations, and ground transportation to the location of the PTX Event. (Once your airfare has been booked, any changes to your travel arrangements will be at the Participant's sole expense.) PTX will also provide meals to such persons. PTX shall not, however, be responsible for personal expenses of any persons attending the PTX Event, including but not limited to telephone and fax charges, personal incidentals, sightseeing, and food and beverage the attendee elects to purchase outside of those provided by PTX. The Participant may bring additional staff and/or guests to the PTX Event at Participant's expense.
3. The PTX Event shall be held at the following location on the dates indicated: Dates: September 13 – 16, 2009, at The Lodges at Deer Valley, Park City, Utah.
4. Participant acknowledges that in reliance upon Participant's agreement to send the persons specified in paragraph 1 to the PTX Event, PTX will incur significant expense, and go to significant effort to organize the PTX Event. Participant acknowledges that if it fails to send such persons to the PTX Event, or they fail to attend scheduled meetings and events, PTX will suffer significant losses, including loss of non-refundable airfare and hotel payments, and obligations to refund amounts paid by Suppliers for attendance at such meeting. If participant cancels their participation on or before May 26, 2009 they will be liable for a charge of \$1,500.00 (one thousand five hundred dollars). If they cancel after May 26, 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 PTX.
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 PTX 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)

BNPVX, LLC, d/b/a ProcessTechnologyXchange

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

