

VENDOR CONTRACT

1. VENDOR PRICING

- 5 Meetings.....\$8,750
- 10 Meetings.....\$15,500
- 15 Meetings\$18,500

Additional meetings above 15 are \$1,000 per meeting

Package Includes:

- Private suite for meetings (includes attached master bedroom)
- One complete meal package for lead attendee
- Pre-event communication with growers via secure Xtranet (3-4 weeks prior to on-site meetings)
- Detailed profiles of the operations and their initiatives

Additional meal packages and rooms are the expense of the vendor

Total \$ _____ Deposit \$ _____ Balance due \$ _____

2. PAYMENT SCHEDULE

For contracts submitted through July 31, 2010

50% deposit due with contract

Balance due July 31, 2010

For contracts submitted July 31, 2010 or after:

Payment in full due with contract

CHECKS PAYABLE TO: TreeFruitXchange

RETURN TO:

TreeFruitXchange
14551 County Road 11, Suite 145
Burnsville, MN 55337
FAX: 952-736-9362

3. CONTACT INFORMATION

Firm Name _____

Company Name for Event Listing _____

Firm Shipping Address _____

(No P.O. Box)

Firm Mailing Address _____

City, State, Zip _____

Contact _____

Contact Title _____

Telephone _____

FAX _____

e-Mail Address _____

Web URL _____

Accounts Payable Contact _____

e-Mail Invoice To _____

We agree to abide by all rules and regulations governing the event as printed on the reverse side hereof and which are a part of this contract. Acceptance of this application by the event producer constitutes a contract.

Signature _____

Title _____

Print Name _____

Date _____

Contact: John Hendel

Phone: 952-224-8540

NO REFUNDS. If payments are not made by the respective due dates, then in addition to all other rights TreeFruitXchange may have, we may elect to cancel the meeting(s) and attempt to reassign them. If we do so, all previously paid monies will be retained to apply against our losses and administrative costs, and you will still be responsible for the balance of payments due under this Agreement. This will not be our sole remedy. Application for participation at TreeFruitXchangeSM indicates the applicant's willingness to abide by all accompanying terms and conditions set forth in the VENDOR's Manual. These terms and conditions are an integral part of this agreement which represents a binding commitment for you to participate at this Event and for us to provide this service. If you fail to abide by any provisions of this agreement, including the terms and conditions set forth in the VENDOR Manual, TreeFruitXchangeSM may retain all deposits previously paid, suspend your rights to participate, and seek additional damages for breach of this agreement.

VENDOR PARTICIPANTS: Vendor agrees to bring a senior level executive with contractual authority to the Event. Additional meals, accommodations, catering, shipping, and ancillary activities, etc. are the responsibility of the Vendor.

TFX SERVICES TreeFruitXchange ("TFX") agrees to arrange meetings between Vendor and senior executives of companies ("Teams") with budgeted initiatives in the Vendor's solution area(s) and who have expressed an interest and willingness to meet with vendors at TFX. The sole obligation of TFX with respect to making meetings is to provide to Vendor a list of names and contact information for such Teams, access to TFX's Xtranet prior to the Event and assurance that the Teams will attend the meetings at TFX. It is Vendor's obligation to communicate with these Teams to discuss an agenda for each of the meetings at the Event. TFX shall be deemed to have met its obligation if it arranges the required number of meetings. If there is any dispute as to whether a meeting match was made, the match shall be considered to have been made when (i) either the senior executives of a company having an interest in Vendor's solution area(s) want to meet Vendor or the editor of Meister Media Worldwide confirms that a company attending the Event has this interest, and (ii) Vendor has been provided the contact information for the Team. There will be no changes made to schedules within 15 days of the Event.

If TFX fails to provide Vendor with minimum of 3 meetings, its sole obligation to the Vendor shall be, at its option, to either (i) Pro rate your meeting package with the price per meeting determined by the signed date of this contract and the number of meetings contracted. Pro rated meetings will not be credited below minimum participation fee of \$5,000. (ii) Cancel Vendor's participation in TFX and return all amounts paid by Vendor to TFX as set forth on page 1. TFX shall not be liable to Vendor for any lost profits, consequential or punitive damages.

VENDOR OBLIGATIONS Vendor acknowledges that once Vendor has agreed to participate in the Event, TFX and companies having an interest in Vendor's solution area(s) will be relying upon such participation in making arrangements with respect to the Event. Vendor therefore agrees to use its best efforts to follow through with all meetings made by TFX and to communicate with such Teams, establish meeting agendas with such Teams, and attend the Event. If for any reason Vendor fails to do so, Vendor shall not be entitled to any refund of any amounts paid to TFX under this Agreement. Vendor further acknowledges that if Vendor fails to attend the Event, such failure will cause damage to TFX and to the Teams, if any, that have scheduled meetings with Vendor. Vendor acknowledges that such damages are not easily ascertainable, and Vendor agrees that if it cancels its participation or fails for any reason to attend the Event, then in addition to forfeiting all payments made under this Agreement, Vendor will be liable to TFX for payment of the balance of the amount set forth on page 1 of this Agreement, and shall pay such additional amount to TFX within 10 days following demand by TFX.

LICENSES/PERMITS Vendor shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at TreeFruitXchange. Vendor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at the Event.

SUITE ASSIGNMENT Suite assignments will be made by TFX in the order in which initial deposits are received.

EVENT GUIDELINES Vendor shall not assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from TFX, which approval may be withheld for any reason.

TFX reserves the right to restrict the use of suites which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any materials which, in the opinion of TFX may detract from the general character of TFX as a whole, or consists of products or services inconsistent with the purpose of the Event. This reservation includes persons, things, conduct, printed matter, and anything of a character which TFX determines is objectionable. In the event of such restriction or removal, TFX shall not be liable for any refunds or other exhibit expenses.

INSURANCE Vendor shall obtain insurance for its property against damage and loss, and public liability insurance against injury to the person and property of others at its own expense. Vendor expressly releases TFX, MMW/VX, LLC, Meister Media Worldwide and VerticalXchange, LLC from any and all liability for any damage, injury or loss to any person or goods which may arise from Vendor's rental and occupation of space at the Event and agrees to hold and save VerticalXchange, LLC, Meister Media Worldwide, MMW/VX, LLC, and TFX harmless of and from any loss or damage by reason thereof.

VENUE/JURISDICTION/ATTORNEYS FEES This Agreement was entered into in Burnsville, Minnesota, and shall be governed by the laws of the State of Minnesota. Any litigation concerning this Agreement or related to Vendor's participation in the Event, shall be exclusively venued in the state courts of Minnesota, located in Dakota County, Minnesota, or in the federal courts of Minnesota, located in Hennepin County, Minnesota, and Vendor agrees to submit to the jurisdiction of such courts. If TFX retains counsel to enforce any obligations of Vendor under this Agreement, Vendor shall be responsible for reimbursing TFX for the attorneys fees TFX incurs.

OTHER VENDOR REQUIREMENTS Cost of attendance by Vendor and its personnel and all ancillary requirements of Vendor is the responsibility of Vendor. Special needs must be arranged through the Resort. A complete Vendor's Manual will be sent approximately six (6) weeks prior to the Event to all Vendors having accounts paid in full.

ARRIVAL: November 14, 2010 4:00 PM Check-in
DEPARTURE: November 17, 2010

ADDITIONAL INFORMATION

Event Info Line (952) 224-8540
FAX (952) 736-9362
Web www.treefruitxchange.com