



**January 29 – February 1, 2012
Arizona Grand Resort
Phoenix, Arizona**

SUPPLIER CONTRACT

1. SUPPLIER PRICING

- 5 Meetings \$11,500**
- 10 Meetings \$17,500**
- 15 Meetings \$20,500**

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

Package Includes:

- Private suite for meetings (includes attached master bedroom)
- One complete meal package for lead attendee
- Pre-Xchange 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 supplier.

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

2. PAYMENT SCHEDULE

50% Deposit due with contract.

Remaining balance due October 31, 2011.

**CHECKS PAYABLE TO:
MMW/VX, LLC**

**RETURN TO:
MMW/VX, LLC
14551 County Road 11, Suite 145
Burnsville, MN 55337
FAX: 952-736-9362**

3. CONTACT INFORMATION

Firm Name: _____

Company Name for Xchange Listing: _____

Firm Shipping Address: _____

(No P.O. Box)

Firm Mailing Address : _____

City, State, Zip: _____

Contact: _____

Contact Title: _____

Telephone: _____

Cell: _____

FAX: _____

E-mail Address: _____

Web URL: _____

Accounts Payable Contact: _____

E-mail Invoice To: _____

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

Signature : _____

Title: _____

Print Name: _____

Date: _____

NO REFUNDS. If payments are not made by the respective due dates, then in addition to all other rights VegetableXchange/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 VegetableXchange/TreeFruitXchange indicates the applicant's willingness to abide by all accompanying terms and conditions set forth in the Supplier's Manual. These terms and conditions are an integral part of this agreement which represents a binding commitment for you to participate at this Xchange 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 Supplier Manual, VegetableXchange/TreeFruitXchange may retain all deposits previously paid, suspend your rights to participate, and seek additional damages for breach of this agreement.



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

VGX/TFX SERVICES: VegetableXchange/TreeFruitXchange ("VGX/TFX") agrees to arrange meetings between Supplier and senior executives of companies ("Teams") with budgeted initiatives in the Supplier's solution area(s) and who have expressed an interest and willingness to meet with suppliers at VGX/TFX. The sole obligation of VGX/TFX with respect to making meetings is to provide to Supplier a list of names and contact information for such Teams, access to VGX/TFX's Xtranet prior to the Xchange and assurance that the Teams will attend the meetings at VGX/TFX. It is Supplier's obligation to communicate with these Teams to discuss an agenda for each of the meetings at the Xchange. If there is any dispute as to whether a meeting was made, the meeting shall be considered to have been made when (i) either the senior executives of a company having an interest in Supplier's solution area(s) want to meet Supplier or the editor of American Vegetable Grower Magazine or American Fruit Grower that a company attending the Xchange has this interest, and (ii) Supplier has been provided the contact information for the Team. There will be no changes made to schedules within 15 days of the Xchange.

If VGX/TFX fails to provide Supplier with the minimum number of meetings set forth on the face of this Agreement, its sole obligation to Supplier shall be, at its option, to either (i) Pro rate your meeting package with the price per meeting (above the minimum of 5 meetings) determined by the date of this signed contract and the number of meetings you contracted. However the minimum participation fee regardless of the number of meetings of \$9,000 (which is to cover the fixed costs for any size meeting package) (ii) cancel Supplier's participation in the Xchange and return all amounts paid by Supplier to VGX/TFX as set forth in Section 1. VGX/TFX shall not be liable to Supplier for any lost profits, consequential or punitive damages.

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

LICENSES/PERMITS Supplier shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at VegetableXchange/TreeFruitXchange. Supplier 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 Xchange.

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

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

VGX/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 VGX/TFX may detract from the general character of VGX/TFX as a whole, or consists of products or services inconsistent with the purpose of the Xchange. This reservation includes persons, things, conduct, printed matter, and anything of a character which VGX/TFX determines is objectionable. In the Xchange of such restriction or removal, VGX/TFX shall not be liable for any refunds or other exhibit expenses.

INSURANCE Supplier 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. Supplier expressly releases VGX/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 Supplier's rental and occupation of space at the Xchange and agrees to hold and save VerticalXchange, LLC, Meister Media Worldwide, MMW/VX, LLC, and VGX/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 Supplier's participation in the Xchange, 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 Supplier agrees to submit to the jurisdiction of such courts. If VGX/TFX retains counsel to enforce any obligations of Supplier under this Agreement, Supplier shall be responsible for reimbursing VGX/TFX for the attorney's fees VGX/TFX incurs.

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

ARRIVAL: January 29, 2012 4:00 PM Check-in
DEPARTURE: February 1, 2012

ADDITIONAL INFORMATION
Xchange Info Line (952) 224-8540
FAX (952) 736-9362
www.vegetablexchange.com