

SUPPLIER CONTRACT

1. SUPPLIER PRICING

PIX 2009 PRICING

	April 24 – July 31, 2008	After August 1, 2008
4 Meetings	\$14,800	\$15,400
7 Meetings	\$17,500	\$18,500
Additional Meetings	\$1,300	\$1,500

Entitles Supplier to:

- Pre-event contact and private matches with Processors
- Accommodations for one attendee in private meeting suite
- Open networking sessions on-site

2. PAYMENT SCHEDULE

For contracts submitted prior to January 1, 2009:

50% due with Contract

Balance due January 1, 2009

For contracts submitted January 1 or after:

Payment in full due with contract

CHECKS PAYABLE TO:

ProductInnovationXchange

RETURN TO:

ProductInnovationXchange, LLC

14551 County Road 11, Suite 145

Burnsville, MN 55337

FAX: 952-736-9362

3. CONTACT INFORMATION

Firm Name _____

Name on Xtranet _____

Division Name _____

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 _____

If payments are not made by the respective due dates, then in addition to all other rights ProductInnovationXchange, LLC may have, we may elect to cancel this supplier contract and attempt to reassign it. 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. A signed ProductInnovationXchange supplier contract indicates the supplier's willingness to abide by all accompanying terms and conditions set forth in the Supplier 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 Supplier Manual, we may retain all deposits previously paid, suspend your rights to participate, and seek additional damages for breach of this agreement.



ProductInnovationXchange

PRESENTED BY PREPARED FOODS MAGAZINE | POWERED BY VERTICALXCHANGE

April 19 – 22, 2009
Carefree Resort & Villas
Carefree, Arizona

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

PIX SERVICES ProductInnovationXchange ("PIX") agrees to arrange matches 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 PIX. The sole obligation of PIX with respect to making matches is to provide to Supplier a list of names and contact information for such Teams, access to PIX's Xtranet prior to the Event and assurance that the Teams will attend the meetings at PIX. It is Supplier's obligation to communicate with these Teams to discuss an agenda for each of the meetings at the Event. PIX shall be deemed to have met its obligation if it arranges the required number of matches. If there is any dispute as to whether a 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 Supplier's solution area(s) want to meet Supplier or the editor of Business News Publishing confirms that a company attending the Event has this interest, and (ii) Supplier has been provided the contact information for the Team. There will be no changes made to schedules within 30 days of the Event.

If PIX fails to provide Supplier with the minimum number of matches set forth in Section 1 of 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 determined by the date of this signed contract however the minimum participation fee regardless of the number of meetings of \$14,000 (which is to cover the fixed costs for any size meeting package) (ii) cancel Supplier's participation in the Event and return all amounts paid by Supplier to PIX as set forth in Section 1. PIX 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 Event, PIX and companies having an interest in Supplier's solution area(s) will be relying upon such participation in making arrangements with respect to the Event. Supplier therefore agrees to use its best efforts to follow through with all matches made by PIX and to communicate with such Teams, establish meeting agendas with such Teams, and attend the Event. If for any reason Supplier fails to do so, Supplier shall not be entitled to any refund of any amounts paid to PIX under this Agreement. Supplier further acknowledges that if Supplier fails to attend the Event, such failure will cause damage to PIX 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 Event, then in addition to forfeiting all payments made under this Agreement, Supplier will be liable to PIX for payment of the balance of the amount set forth in Section 1 on the face of this Agreement, and shall pay such additional amount to PIX within 10 days following demand by PIX.

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

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

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

PIX 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 PIX may detract from the general character of PIX 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 PIX determines is objectionable. In the event of such restriction or removal, PIX 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 PIX, BNPVX, LLC, Business News Publishing 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, Business News Publishing, BNPVX, LLC, and PIX 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 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 Supplier agrees to submit to the jurisdiction of such courts. If PIX retains counsel to enforce any obligations of Supplier under this Agreement, Supplier shall be responsible for reimbursing PIX for the attorneys fees PIX incurs.

OTHER SUPPLIER REQUIREMENTS Cost of attendance by Supplier and its personnel and all ancillary requirements of Vendor 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 Event to all Suppliers having accounts paid in full.

ARRIVAL: April 19, 2009 4:00 PM
DEPARTURE: April 22, 2009

ADDITIONAL INFORMATION
Event Info Line (952) 277-0000
FAX (952) 736-9362

