

## VENDOR CONTRACT

### 1. VENDOR PRICING

- |   | Standard Pricing |
|---|------------------|
| <input type="checkbox"/> 6 Meeting Package  | \$16,500         |
| <input type="checkbox"/> 10 Meeting Package | \$20,000         |

Additional meetings above 10 are \$1,000

(See #2 for payment terms)

Package price includes:

- Private Meeting suite with attached master bedroom
- Detailed profiles of end-users and their initiatives
- Pre-event communication with end-users via secure Xtranet

### 2. PAYMENT SCHEDULE

50% Deposit due with contract execution.

Remaining balance due December 11, 2009.

#### CHECKS PAYABLE TO:

BNPVX, LLC

#### **NO REFUNDS**

### 3. CONTACT INFORMATION

Firm Name \_\_\_\_\_

Event Listing (Xtranet & Sign) \_\_\_\_\_

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 \_\_\_\_\_

#### **RETURN TO:**

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

**NO REFUNDS.** If payments are not made by the respective due dates, then in addition to all other rights VerticalXchange, LLC may have, we may elect to cancel this sponsorship(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 SecurityXchange 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 that 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, SecurityXchange may suspend your rights to exhibit and seek damages for breach of this Agreement.

## VENDOR CONTRACT

**VENDOR PARTICIPANTS:** Vendor 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 Vendor.

**SX SERVICES** SecurityXchange, LLC ("SX") 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 SX. The sole obligation of SX with respect to making meetings is to provide to Vendor a list of names and contact information for such Teams, access to SX's Xtranet prior to the Event and assurance that the Teams will attend the meetings at SX. It is Vendor's obligation to communicate with these Teams to discuss an agenda for each of the meetings at the Event. SX 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 match was made, the match shall be considered to have been made when the senior executive(s) of the company having an interest in Vendor's solution area(s) want to meet Vendor, the editor of Business News Publishing confirms this interest, and Vendor has been provided the contact information for the Teams. There will be no changes made to schedules within 15 days of the Event.

If SX 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 SX and return all amounts paid by Vendor to SX as set forth in Section 1. SX 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, SX 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 SX 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 SX under this Agreement. Vendor further acknowledges that if Vendor fails to attend the Event, such failure will cause damage to SX 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 SX 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 SX within 10 days following demand by SX.

**LICENSES/PERMITS** Vendor shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at SecurityXchange. 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 SX 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 SX, which approval may be withheld for any reason.

SX 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 SX may detract from the general character of SX 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 SX determines is objectionable. In the event of such restriction or removal, SX 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 SX, SecurityXchange, 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, SecurityXchange, LLC, and SX 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 SX retains counsel to enforce any obligations of Vendor under this Agreement, Vendor shall be responsible for reimbursing SX for the attorneys fees SX 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:** February 7, 2010 - 4:00 PM  
**DEPARTURE:** February 10, 2010 – 10:00 AM

**ADDITIONAL INFORMATION**  
Event Info Line (952) 277-0800  
FAX (952) 736-9362