

CosmeticsXchange

PRESENTED BY COSMETICS & TOILETRIES | POWERED BY VERTICALXCHANGE

November 15 – 18, 2009
Carefree Resort & Villas
Carefree, Arizona

SUPPLIER CONTRACT

1. SUPPLIER PRICING

Targeted Package

5 Meetings \$17,000

Additional meetings above 5 are \$1,500 per meeting

Comprehensive Package

Up to 15 Meetings \$23,000

Package Includes:

- Private suite for meetings (includes attached master bedroom)
- One complete meal package for lead attendee
- Pre-event communication with buyers via secure Xtranet (3-4 weeks prior to on-site meetings)
- Detailed profiles of the manufacturers 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 execution.

Remaining balance due September 1, 2009.

CHECKS PAYABLE TO: CosmeticsXchange

3. CONTACT INFORMATION

Company Name _____

Company Name on Xtranet _____

Company Shipping Address _____

(No P.O. Box) _____

Company Mailing Address _____

City, State, Zip _____

Contact Name _____

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

If payments are not made by the respective due dates, then in addition to all other rights CosmeticsXchange may have, we may elect to cancel the match(es) 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 CosmeticsXchangeSM indicates the applicant'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, CosmeticsXchangeSM 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 Event. Additional meals, accommodations, catering, shipping, and ancillary activities, etc. are the responsibility of the Supplier.

CTX SERVICES: **CosmeticsXchange** ("CTX") agrees to arrange meetings between Supplier 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 suppliers at CTX. The sole obligation of CTX with respect to making meetings is to provide to Supplier a list of names and contact information for such Teams, access to CTX's Xtranet prior to the Event and assurance that the Teams will attend the meetings at CTX. It is Supplier's obligation to communicate with these Teams to discuss an agenda for each of the meetings at the Event. 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 *Cosmetics & Toiletries* Magazine 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 15 days of the Event.

If CTX fails to provide Supplier with minimum of 3 meetings, its sole obligation to the Supplier 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 Supplier's participation in CYX and return all amounts paid by Supplier to CTX as set forth in Section 1. CTX 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, CTX 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 CTX 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 CTX under this Agreement. Supplier further acknowledges that if Supplier fails to attend the Event, such failure will cause damage to CTX 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 CTX 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 CTX within 10 days following demand by CTX.

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

CTX 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 CTX may detract from the general character of CTX 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 CTX determines is objectionable. In the event of such restriction or removal, CTX 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 CTX, ALLURED/VX, LLC, Allured Business Media 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 Event and agrees to hold and save VerticalXchange, LLC, Allured Business Media, ALLURED/VX, LLC, and CTX 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 CTX retains counsel to enforce any obligations of Supplier under this Agreement, Supplier shall be responsible for reimbursing CTX for the attorneys fees CTX 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 Event to all Suppliers having accounts paid in full.

ARRIVAL: November 15, 2009 4:00 PM Check-in
DEPARTURE: November 18, 2009

ADDITIONAL INFORMATION

Event Info Line (952) 224-7619
FAX (952) 736-9362