

SUPPLIER CONTRACT

SUPPLIER PRICING

Standard Pricing

Targeted Meeting Package **\$16,000**

- Up to 10 Meetings
- Includes 1 Bedroom meeting suite

Comprehensive Meeting Package **\$22,000**

- Up to 20 Meetings
- Includes 2 Bedroom meeting suite

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

Meeting Packages Include:

- Includes private matches with senior executives of leading mechanical contractors.
- Communication with buyers 3-4 weeks prior to on-site matches via secure Xtranet.
- Matches 11 – 13 will be prorated from the Targeted meeting package price.
- Onsite networking opportunities.

PAYMENT SCHEDULE

50% Deposit due with contract execution.

Remaining Balance due July 15th, 2009

**Make checks payable to:
MechanicalXchange**

CONTACT INFORMATION

COMPANY NAME _____

NAME ON XTRANET & EVENT POSTING _____

FIRM SHIPPING ADDRESS _____

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 _____

**MAIL TO: MechanicalXchange
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 BNP/VX, LLC, dba MechanicalXchange, may have, we may elect to cancel this participation(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 MechanicalXchangeSM 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 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.

SUPPLIER CONTRACT

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.

MX SERVICES BNP/VX, LLC, dba MechanicalXchange ("MX") 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 vendors at MX. The sole obligation of MX with respect to making matches is to provide to Supplier a list of names and contact information for such Teams, access to MX's Xtranet prior to the Event and assurance that the Teams will attend the meetings at MX. It is Supplier's obligation to communicate with these Teams to discuss an agenda for each of the meetings at the Event. MX 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 the senior executive(s) of the company having an interest in Supplier's solution area(s) want to meet Supplier, the editor of *The News and/or Plumbing & Mechanical* confirms this interest, and Supplier has been provided the contact information for the Teams. There will be no changes made to schedules within 15 days of the Event.

If MX 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) refund to Supplier a pro-rated fee based on the package Supplier purchased for each match not provided to Supplier, or for each Team that does not participate in a pre-arranged meeting (unless the Team's participation is caused by the action or inaction of Supplier), or (ii) cancel Supplier's participation in the Event and refund all amounts paid by Supplier to MX as set forth in Section 1. However, if MX cannot secure a minimum of three matches for Supplier, then at Supplier's request, MX will cancel Supplier's participation in the Event, and provide a full refund within 30 days following the Supplier's request. MX 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, MX 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 MX 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 MX under this Agreement. Supplier further acknowledges that if Supplier fails to attend the Event, such failure will cause damage to MX 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 MX 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 MX within 10 days following demand by MX.

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

MX 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 MX may detract from the general character of MX 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 MX determines is objectionable. In the event of such restriction or removal, MX shall not be liable for any refunds or other participation 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 MX and BNP/VX, 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 MX and BNP/VX, LLC 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 MX retains counsel to enforce any obligations of Supplier under this Agreement, Supplier shall be responsible for reimbursing MX for the attorneys fees MX 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. Telephone and Internet service are limited to standard phone lines. 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: September 27, 2009, 4:00 PM
DEPARTURE: September 30, 2009, 2:00 PM

ADDITIONAL INFORMATION

Event Info Line (952) 224-7641
FAX (952) 736-9362