

## MechanicalXchange<sup>SM</sup> Participation Agreement

This Agreement is made as of the date listed below between BNP/VX, LLC, d/b/a MechanicalXchange (“MX”) and \_\_\_\_\_ (Name), \_\_\_\_\_ (Title), for \_\_\_\_\_ (Company (“Participant“)).

BNP/VX, LLC organizes MechanicalXchange<sup>SM</sup> events, which are facilitated three-day forums that align executive decision makers having significant buying power with principal marketing and sales executives, for the purpose of concise, one-to-one meetings. Participant has agreed to participate in a MechanicalXchange event, as further described in this Agreement. In consideration for the mutual promises contained herein, the parties agree as follows:

1. In consideration for BNP/VX, LLC’s organization of a MechanicalXchange<sup>SM</sup> event described in paragraph 3 for the mechanical contracting industry (the “MX Event”), Participant will attend the MX Event. Such attendance shall include full time participation in all meetings and activities sponsored by MX in connection with the MX Event by a decision maker of Participant who is part of the decision making process for the Participant. We are also encouraging participant to bring additional executives. All of these persons must be involved in the purchasing process for Participant. In consideration for Participant’s attendance, MX shall organize the MX Event, secure the attendance of key vendors from Participant’s industry, and facilitate one-on-one appointments between the Participant and such vendors. The cost for participating at MX is a flat fee of \$900.00 for the lead person. Additional attendees are responsible for their own expenses.
2. MX shall make reservations, and MX shall pay all transportation expenses for Participant to attend the MX Event, including coach airfare from CONUSA airport, hotel accommodations, and ground transportation to the location of the MX Event. MX will also be responsible for meals. MX shall not be responsible for personal expenses of any persons attending the MX Event, including but not limited to telephone and fax charges, personal incidentals, sightseeing, and food and beverage the attendee elects to purchase outside of those provided by MX. The Participant may bring additional staff and/or guests to the MX Event at Participant’s expense.
3. The MX Event shall be held at the following location on the dates indicated: Dates: September 27 - 30, 2009, at Carefree Resort & Villas, Carefree, Arizona.
4. Participant acknowledges that in reliance upon Participant’s agreement to send the person specified in paragraph 1 to the MX Event, MX will incur significant expense, and go to significant effort to organize the MX Event. Participant acknowledges that if it fails to send such person to the MX Event, or they fail to attend scheduled meetings and events, MX will suffer significant losses, including loss of non-refundable airfare and hotel payments, and obligations to refund amounts paid by vendors for attendance at such meeting. If participant cancels their participation before May 27, 2009, they will be liable for a charge of \$1,500.00 (One thousand five hundred dollars). If they cancel on May 27, 2009, or after, they will be liable for a charge of \$2,500.00 (two thousand five hundred dollars). Participant may suggest a suitable replacement; however, the acceptance of suggested replacement is at the sole discretion of MX.
5. This Agreement shall be interpreted in accordance with the laws of Minnesota. Any dispute concerning this Agreement, or the Participant’s participation in the MX Event, that the parties are unable to resolve on their own, shall be exclusively venued in the state and federal courts of Minnesota, located in Hennepin County, Minnesota, and each of the parties agrees to submit to the exclusive jurisdiction of such courts with respect to such disputes.

**Participant (Company Name):** \_\_\_\_\_

**BNP/VX, LLC, d/b/a MechanicalXchange**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

