

EXHIBITOR CONTRACT

ITU TELECOM WORLD 2009



www.itu.int/world2009/

Please complete by typing or printing clearly, sign, date and return by **fax** to:
OR scan and send by **e-mail** to:
And send the original signed copy by **mail** to:

+41 22 730 6444

client-relations@itu.int

ITU TELECOM
 International Telecommunication Union
 Place des Nations
 CH-1211 Genève 20
 Switzerland

1. EXHIBITOR (legal entity entering into the Contract)

Full Company Name (hereinafter "Exhibitor"):

Street/PO Box: Town/City:

Post/ZIP Code: Country:

Fixed Telephone: (+.....)(.....) Fax: (+.....)(.....)

Company e-mail: Website:

These details will be published in the contacts section of the Official Event Catalogue.
 Tick here if you prefer to provide alternate details via the editorial entry form that will be available in the online exhibitor manual.

2. CONTACT PERSON

Family Name: Given Name: Prefix:

Job Title: Company:

Fixed Telephone: (+.....)(.....) Mobile Telephone: (+.....)(.....)

Fax: (+.....)(.....) e-mail:

Address if different from Exhibitor address above:

Street/PO Box: Town/City:

Post/ZIP Code: Country:

3. STAND DETAILS

Stand Name (short company name):

Country (exhibiting company HQ):

Classification: tick all that apply in the following categories

Industry Sector	Company Type	Company Size: no. of Employees	Geographic Regions of Activity
<input type="checkbox"/> Aerospace / Satellite	<input type="checkbox"/> Academic / Association / Education / Healthcare	<input type="checkbox"/> 1-10	<input type="checkbox"/> Africa
<input type="checkbox"/> Broadband Services / Applications	<input type="checkbox"/> Consultancy / Analysis	<input type="checkbox"/> 11-100	<input type="checkbox"/> Asia-Pacific
<input type="checkbox"/> Broadcasting / Entertainment	<input type="checkbox"/> Finance / Banking	<input type="checkbox"/> 101-1,000	<input type="checkbox"/> Europe
<input type="checkbox"/> Cable / Fibre / Wiring	<input type="checkbox"/> Government / Regulatory	<input type="checkbox"/> 1,001-5,000	<input type="checkbox"/> Latin America / Caribbean
<input type="checkbox"/> Computer Hardware / Office Equipment	<input type="checkbox"/> Manufacturer / OEM	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> Middle East
<input type="checkbox"/> Computer Software	<input type="checkbox"/> Media / Publishers	<input type="checkbox"/> over 10,000	<input type="checkbox"/> USA / Canada
<input type="checkbox"/> Content / Publishing	<input type="checkbox"/> ResellerTrade (wholesale/hospitality)		
<input type="checkbox"/> Internet Services / Retailing	<input type="checkbox"/> Service / Access Provider		
<input type="checkbox"/> IT Services / Platforms / Applications	<input type="checkbox"/> Software Supplier / Software Publisher		
<input type="checkbox"/> Mobile / Wireless / 3G	<input type="checkbox"/> Systems Integrator		
<input type="checkbox"/> Network / Other Communication Equipment	<input type="checkbox"/> Telecom / Network Operator		
<input type="checkbox"/> Scientific / Photo / Control Equipment			
<input type="checkbox"/> Security			
<input type="checkbox"/> Telecommunication Operator			
<input type="checkbox"/> Video / Voice Services			

4. RENTAL SPACE AND RENTAL FEES

Exhibitors should select one Rental Space Option from those described in [Annex A](#) of the General Regulations and insert relevant details in the boxes below, i.e.:

- The **Reference Code** for the selected Rental Space Option;
- The **total number of square metres** required, and bearing in mind any minimum/maximum for some of the options;
- The **total Rental Fees due** to ITU, as calculated from the Rental Fee rate multiplied by the number of square metres required.

Rental Space Reference Code	Rental Space Size - Total m ²	Total Rental Fees in Swiss francs

5. PAYMENT SCHEDULE

Due with Contract acceptance by ITU: 100% of total Rental Fees

All payments should be made immediately upon receipt of invoice to:

International Telecommunication Union/ITU TELECOM
 UBS SA, 35 rue des Noirettes, CP 2600,
 CH-1211 Geneva 2, Switzerland
 Account No.: 240-C8-102.243.0
 IBAN: CH19 0024 0240 C810 2243 0
 Swift Code: UBSWCHZH80A

6. INVOICE ADDRESS & FINANCIAL CONTACT (complete if different to contact person details in section 2)

Family Name: Given Name: Prefix:
 Company Name:
 Street/PO Box: Town/City:
 Post/ZIP Code: Country:
 Fixed Telephone: (+.....)(.....) Fax: (+.....)(.....)
 e-mail:

7. TERMS OF AGREEMENT

Rental Fees are due to the International Telecommunication Union (hereinafter "ITU") in accordance with the Payment Schedule above. The Exhibitor agrees that any Exhibitor Contract accepted by ITU shall be deemed valid and binding, whether or not any payment has been made to ITU in respect of Rental Fees. The Exhibitor understands that it is liable for the total Rental Fees for the Rental Space contracted herein and agrees that no portion of the total Rental Fees is refundable, except as outlined in Article 14.1 of the General Regulations for the Event.

8. SIGNATURE

This document, when signed by the above-named Exhibitor, and subject to **subsequent written acceptance** by ITU after which it shall come into force, shall constitute a valid and legally binding Contract between the Exhibitor and ITU. The Exhibitor represents and warrants that he/she is duly authorized to execute this binding Contract on behalf of the Exhibitor listed above. The Exhibitor, by signature of its duly authorized representative below, confirms acceptance, without reservation, of the terms and conditions of this Contract as specified herein and also declares having read and understood the attached terms and conditions of the General Regulations for the Event and its Annex, which shall form an integral part of this Contract, and agrees to be bound by them.

Name and Title of Exhibitor's Authorized Signatory:

Date and Signature:

For internal purposes only:

TIS FIN Account ID.: Date processed: Processed by:

GENERAL REGULATIONS

ITU TELECOM WORLD 2009

EVENT ORGANIZATION

- Article 1: Organizer**
ITU TELECOM WORLD 2009 (hereinafter "Event") is organized by the International Telecommunication Union (hereinafter "ITU"). The Event comprises an exhibition and a forum (hereinafter "Exhibition" and "Forum").
- Article 2: Location and Dates**
The Event will be held at GENEVA PALEXPO, Geneva, Switzerland (hereinafter "Venue") to be held in the period of 5 to 9 October 2009 inclusive. ITU shall be solely and exclusively entitled to determine the dates and opening hours of the Event, and any related schedules and deadlines regarding the Event.
- Article 3: Nature of the Exhibition**
Exhibitors may only promote, display or advertise their own products or services related to the peaceful aspects and uses of telecommunications and related technologies.
- Article 4: Registration and Entrance Fees**
- 4.1** ITU has the sole right to authorize entrance registration and identification of all categories of participant (hereinafter "Participants") and/or otherwise allow authorized persons to access the Event.
- 4.2** ITU has the sole right to decide whether an entrance fee shall be requested from Participants to any part of the Event and to determine and charge the amount of any such entrance fee(s).

CONDITIONS OF PARTICIPATION

- Article 5: Contract**
Applicants (hereinafter "Applicants") wishing to exhibit at the Event and whether applying as a Pavilion Coordinator (Article 9 below) or otherwise, must duly complete the Exhibitor Contract (hereinafter "Contract") which shall be legally valid and binding on ITU and the Applicant subject to both valid signature by the latter and written acceptance by ITU; such written acceptance by ITU shall constitute the conclusion of a legally binding contract between the Applicant and ITU, whereupon the Contract shall come into force and the Applicant shall be deemed and referred to as an Exhibitor (hereinafter "Exhibitor"). ITU reserves the right to refuse any application and its decision shall be final. Part or full payment of the rental fee(s) (hereinafter "Rental Fees") stated on the Contract does not guarantee that ITU will accept the application. In the event of ITU refusing any application, any and all payment(s) made to ITU prior to rejection of application will be refunded to the Applicant.
- Article 6: Rental Space**
Rental Space shall mean the total gross space, and all other provisions of the Rental Space Option as defined in Annex A, allocated to the Exhibitor by ITU at the Event under the terms of the Contract. ITU has the sole and exclusive authority to allocate and sell Rental Space and reserves the right to modify and/or relocate the layout of Rental Space including, but not limited to, positioning of aisles, corridors, etc.
- Article 7: Exhibitor**
Only the Exhibitor duly identified in the Contract is entitled to promote its products and services in its Rental Space, subject to the provisions of **Article 3** above. Rental Space duly allocated by ITU to an Exhibitor may not be sublet, transferred or assigned by an Exhibitor.
- Article 8: Co-Exhibitor(s)**
Notwithstanding **Article 7** above, an Exhibitor may request permission for another entity(ies) to share its Rental Space on a co-exhibiting basis (hereinafter "Co-Exhibitor(s)") by completing and submitting the **Co-Exhibitor Registration Form** which, once signed by the Exhibitor and accepted by ITU, shall become legally binding. Should ITU accept the Co-Exhibitor Registration Form, the Exhibitor shall be exclusively responsible for:
- ensuring payment to ITU of the total Rental Fees due for the total Rental Space as specified in the Contract;
 - ensuring full payment to ITU of a Co-Exhibitor fee (hereinafter "Co-Exhibitor Fee(s)") valued at one thousand Swiss francs (**CHF 1000**) in respect of each Co-Exhibitor;
 - ensuring the settlement in full of any and all charges, costs or fees, for all goods and services, due to third parties in relation to the Rental Space, for which ITU shall not be contractually or financially responsible in any way whatsoever;
 - ensuring distribution of a copy of these General Regulations and any applicable update(s) to each Co-Exhibitor, as well as all further instructions from ITU, and ensuring their compliance therewith.
- Article 9: Pavilion(s), Pavilion Coordinators and Pavilion Members**
A Pavilion shall mean any Rental Space shared by a group of companies (minimum four) under a geographic or industry sector theme (hereinafter "Pavilion"). Any Exhibitor entering into a Contract with ITU to organize a Pavilion shall be considered by ITU as the pavilion coordinator (hereinafter "Pavilion Coordinator") and shall be exclusively responsible to ITU for:
- payment of the total Rental Fees due for the total Rental Space as specified in the Contract;
 - the allocation of space inside the Rental Space to exhibitors participating in the Pavilion (hereinafter "Pavilion Member"), in accordance with these General Regulations;

- c) submitting a completed **Pavilion Member Registration Form** for each Pavilion Member. ITU reserves the right to refuse the participation of any Pavilion Member;
- d) the entire organization of the Pavilion and ensuring the settlement in full of any and all charges, costs or fees, for all goods and services, due to third parties in relation to the Rental Space, for which ITU shall not be contractually or financially responsible in any way whatsoever;
- e) ensuring distribution of a copy of these General Regulations and any applicable update(s) to all Pavilion Members, as well as all further instructions from ITU, and ensuring their compliance therewith.

Article 10: Publishers

All publishers and media companies are obliged to exhibit in a special area of the Venue designated by ITU, and are therefore not eligible to exhibit as Co-Exhibitors or as Pavilion Members.

FINANCIAL CONDITIONS

Article 11: Financial Conditions

11.1 Rental Fees, Payment Schedule and all and any applicable financial terms and conditions shall apply as stipulated in the Contract, and unless otherwise approved by ITU in writing.

11.2 Timely payment of the total Rental Fees due for the total Rental Space in accordance with the Payment Schedule in the Contract is a precondition for the Exhibitor's use of the allocated Rental Space, for entry in the official event catalogue authorized by ITU, for issue of exhibitor passes to access the exhibition halls and for any entitlement to discounted Forum passes.

11.3 All Rental Fees and Co-Exhibitor Fees shall be invoiced and charged in Swiss francs. All payments must be made to ITU in Swiss francs, unless otherwise agreed to by ITU in writing.

Article 12: Co-Exhibitor Fee(s)

A Co-Exhibitor Fee of one thousand Swiss francs (CHF 1000) shall be charged for each entity accepted by ITU as a Co-Exhibitor. The Exhibitor shall be exclusively responsible to ITU for full payment of the Co-Exhibitor Fee(s).

Article 13: Payments to Third Parties

The Exhibitor shall be responsible for the settlement in full of any and all charges, costs or fees for any goods and services due to third parties in relation to the Rental Space, for which ITU shall not be contractually or financially responsible.

Article 14: Cancellation/Change

14.1 Rental Space

As soon as the Contract comes into force, an Exhibitor is required to pay the total amount of the applicable Rental Fees for the Rental Space according to the applicable payment schedule. However, if ITU receives from the Exhibitor a written notification either of cancellation of the Contract, or reduction of the Rental Space and/or change to a Rental Space option resulting in a reduction in the total value of the Rental Fee, ITU shall be entitled to a compensatory payment from the Exhibitor as follows:

- a) If the written notification is received by ITU **on or before 30 June 2008**, the compensatory payment shall be **ten percent (10%)** of the difference between the total applicable Rental Fee(s) due prior to, and the total applicable Rental Fee(s) due after, any cancellation, reduction, and/or change;
- b) If the written notification is received by ITU **on or after 1 July 2008 and on or before 30 November 2008**, the compensatory payment shall be **twenty-five percent (25%)** of the difference between the total applicable Rental Fee(s) due prior to, and the total applicable Rental Fee(s) due after, any cancellation, reduction, and/or change;
- c) If the written notification is received by ITU **on or after 1 December 2008 and on or before 31 May 2009**, the compensatory payment shall be **fifty (50%)** of the difference between the total applicable Rental Fee(s) due prior to, and the total applicable Rental Fee(s) due after, any cancellation, reduction, and/or change;
- d) If the written notification is received by ITU **on or after 1 June 2009**, the compensatory payment shall be **one hundred percent (100%)** of the difference between the total applicable Rental Fee(s) due prior to, and the total applicable Rental Fee(s) due after, any cancellation, reduction, and/or change.

Such compensatory payment shall be either deducted from any sums already paid by the Exhibitor, or invoiced to the Exhibitor.

14.2 Co-Exhibiting

As soon as ITU has given written acceptance to an Exhibitor for a Co-Exhibitor to share its Rental Space, the Exhibitor is required to pay the total amount of the Co-Exhibitor Fee, even if the Co-Exhibitor decides not to take part, or is unable to take part, in the Exhibition.

RENTAL SPACE ORGANIZATION

Article 15: The Online Exhibitor Manual (hereinafter the "Manual")

ITU will provide Exhibitors with a login id and password to access the Manual, which shall contain general instructions to facilitate participation in the Event. These instructions include, but are not limited to, construction regulations and order forms for exhibitor services (including but not limited to shell scheme stands, electricity, water, drainage and cleaning, freight handling, entrance passes, security, media relations and marketing opportunities). ITU is not liable for any damages, costs or losses resulting from unauthorized use of the login id and password. Exhibitors shall be responsible to comply with all rules, regulations and instructions contained in the Manual.

Article 16: Exhibitor Identification (hereinafter "Exhibitor Identification")

16.1 Exhibitor identification shall include all means of written and visual identification of the Exhibitor in connection with the Event including, but not limited to, legal or company name and corporate logo.

16.2 The Exhibitor must obtain ITU's prior written approval for all and any Exhibitor Identification comprising a legal and/or company name other than that stated in the Contract as the Stand Name.

16.3 Articles 16.1 and 16.2 above shall also apply to Co-Exhibitors and Pavilion Members.

Article 17: Rental Space Construction

17.1 Raw Rental Space

Exhibitors that have contracted for Rental Space comprising raw space (as specified in their Contract) are responsible for the entire design, construction, waste removal and safety of all elements within the Rental Space, which must comply with all relevant rules and technical regulations included in the Manual. Such Exhibitors have the option of contracting the ITU's appointed official stand contractor, or are permitted to contract a contractor of their choice. In the case of the latter, the Exhibitor must register the contractor for ITU's approval using the applicable forms in the Manual.

17.2 Full or Partially Constructed Rental Space

Exhibitors that have contracted full or partially constructed Rental Space (as specified in their Contract) are responsible for the design, construction, waste removal and safety of all elements that they customize and must comply with all relevant rules, technical regulations and instructions included in the Manual.

Article 18: Assembly/Move-In and Dismantling/Move-Out Periods

Dates and access hours for assembly and dismantling of Exhibitors' own constructions, and move-in and move-out of ready constructed Rental Spaces will be specified in the Manual. All and any requests for entitlement to additional dates/hours which fall outside of those specified must be submitted by Exhibitors in writing for ITU's prior written approval. Exhibitors will be exclusively and solely responsible for all associated costs.

Article 19: Removal of Abandoned Articles

Any materials and/or articles not removed by the final day/hour of the applicable dismantling or move-out period will be removed by ITU at the sole expense and risk of the Exhibitor concerned.

EXHIBITOR BENEFITS

Article 20: Event Catalogue (hereinafter "Event Catalogue")

20.1 The company details of each Exhibitor, including company name, address, phone and fax number, e-mail and website address, are automatically listed in the Event Catalogue for the Event which shall be produced by ITU in both printed and online formats. Exhibitors that contract Rental Space after the deadline for closing the print version of the Event Catalogue will only be included in the online version. Listings are based on the details provided on the Contract, Co-Exhibitor Registration Form, or Pavilion Member Registration Form, as applicable. ITU shall not be responsible for any inaccuracies or omissions in the Event Catalogue.

20.2 Each Exhibitor is also entitled to include a 100-word company profile in the Event Catalogue. Exhibitors shall be responsible to make all submissions through the order form in the Manual in order to benefit.

20.3 Each Exhibitor is entitled to five (5) entries in the Event Catalogue Products and Services Index. Exhibitors shall be responsible to make all submissions through the order form in the Manual in order to benefit.

Article 21: Discounts on Visibility Opportunities

21.1 Exhibitors are entitled to benefit from discounts on the prevailing standard rates for visibility opportunities offered by ITU in connection with the Event, including sponsorships, sponsored Forum sessions, Forum Delegate passes and advertising in the Event Catalogue, Daily Newspaper and on ITU Telecom TV, corresponding to the size of the Rental Space as described below. Exhibitors are solely responsible to complete the order forms for the discounted products as included in the Manual.

a) Exhibitors that have entered into Contract(s) with ITU for Rental Space totalling up to 199 square metres benefit from a **15% discount**;

b) Exhibitors that have entered into Contract(s) with ITU for Rental Space totalling between 200 and 499 square metres benefit from a **20% discount**;

c) Exhibitors that have entered into Contract(s) with ITU for Rental Space totalling 500 square metres or more benefit from a **25% discount**.

21.5 In the event of cancellation or reduction of Rental Space by an Exhibitor any and all associated benefits shall be modified by ITU accordingly, at its sole discretion. The Exhibitor understands that in all cases it shall be solely and exclusively responsible for making additional payment(s) for any benefits, as applicable.

21.6 Exhibitors sharing their Rental Space with Co-Exhibitors or Pavilion Members may notify ITU that they assign to these Co-Exhibitors or Pavilion Members part or all of their Rental Space, for the purpose of allowing these Co-Exhibitors or Pavilion Members to be entitled to discounts.

CONDUCT OF THE EVENT

Article 22: Demonstrations and Aisle Obstructions

22.1 Exhibitors may only organize demonstrations within the boundaries of their Rental Space in such a way that the viewing public does not block any part of the surrounding aisles or adjoining facilities. Exhibitors shall limit such demonstrations to issues of telecommunications and/or related technologies and shall observe the noise restrictions referred to in **Article 25** below.

22.2 Exhibitors shall ensure at all times that there are no structures or obstructions protruding from their Rental Space which encroach the surrounding aisles or adjoining facilities, or that are dangerous or hazardous to safety. ITU reserves the right to remove any obstruction or safety hazard, wherever located. The costs of such removal shall be borne entirely by the Exhibitor.

Article 23: Materials, Advertising and Market Research Activities within the Venue

23.1 Official Publications

ITU has the sole right to produce, publish and distribute the Official Publications for the Event, or to grant the right to produce, publish and distribute Official Publications for the Event. ITU shall not be responsible for any error or omission in the Official Publications and Exhibitors shall not have any right to claim for compensation for any such errors or omissions.

23.2 Exhibitor Materials and Advertising

The Exhibitor shall only promote, display, distribute or advertise its **own** materials (brochures, circulars, CD-ROMs), products and/or services from within its Rental Space **only** or through advertising space sold specifically for this purpose. Such activities cannot be conducted in any other area of the Venue. Advertising not related directly to the Event is strictly forbidden.

23.3 Exhibitor Market Research Activities

The Exhibitor shall only conduct market research activities from within its Rental Space and not in any other area of the Venue.

23.4 National Emblems

Any use or display of national emblems within the Venue must obtain ITU's prior written approval.

23.5 Sweepstakes, Tombolas and Competitions

Exhibitors wishing to organize sweepstakes, tombolas and competitions within its Rental Space, or to award prizes, must relate prizes awarded for such sweepstakes, tombolas and competitions to telecommunications and/or related technologies and must obtain prior written authorization from ITU.

Article 24: Cash and Carry Selling

Unless authorized by ITU, Exhibitors shall not be permitted to sell, on a cash and carry basis, any products or services during the Event. If authorized by ITU, the Exhibitor shall be solely responsible to ensure compliance with all the applicable laws and regulations and payment of costs and taxes.

Article 25: Noise Levels

Noise levels within the Exhibitor's Rental Space should not exceed **80 decibels**, or interfere with the conduct of business on neighbouring Rental Spaces. ITU reserves the right to enforce compliance by forbidding performances, presentations, etc., or by cutting the power supply to sound equipment.

Article 26: Rental Space Staffing

26.1 The Exhibitor shall ensure that its Rental Space is staffed from **Monday 5 October to Friday 9 October 2009** (both dates inclusive), and **from 1000 to 1800 hours each day**. All times stated herein shall be quoted as local time in Geneva, Switzerland.

26.2 No goods, materials or fittings may enter or leave the Venue, or be removed from the Rental Space, after the end of the applicable assembly period or move-in period, and before the start of the applicable dismantling or move-out period, without the prior written approval of ITU.

Article 27: Photographing and Filming of Exhibits

27.1 Exhibitors and any third party appointed by them are strictly forbidden to photograph, film or draw exhibits, or to reproduce them in any other way, without the prior written permission of the Exhibitors concerned.

27.2 Exhibitors may not object to general photographs, films, drawings, etc., being taken of the Exhibition by ITU or any party who has received the prior written authorization of ITU, or to the publication, broadcast or sale of such material.

FINAL PROVISIONS

Article 28: Liability and Insurance

28.1 Exhibitors shall be exclusively liable for any damage caused by them or their employees, agents or contractors to the Venue or to any materials, equipment, facilities, goods or persons within the Venue. Each Exhibitor may be required to pay a refundable deposit to cover any such damage to the Venue prior to undertaking any work inside the Venue. Details will be included in the Manual.

28.2 Each Exhibitor must be fully insured with general liability insurance against all risks, including fire, theft and third party liability, and must supply written proof of such insurance to ITU upon ITU request.

28.3 ITU declines all responsibility for the loss, disappearance or theft of any goods, materials or fittings belonging to the Exhibitor (including exhibitors exhibiting inside Pavilion(s)) and/or Co-Exhibitors. ITU shall not be liable for any damage caused to any exhibits, goods, equipment, or persons for whatever reason.

Article 29: Title and Logo

The name, title and logo of ITU and of the Event are the sole property of ITU and shall not be used by the Exhibitor without the prior written authorization of ITU. Notwithstanding, any use of the Event name, title and/or logo shall be permitted only if such use is in accordance with the conditions for use of the logo, which will be included in the Manual, and solely in connection with promotional activities relating to the Event.

Article 30: Change of Venue, Location, Dates and Hours

ITU reserves the right, at any time, to change the Venue, location and/or the dates of the Exhibition and/or the Event and/or to modify the opening and closing hours. It is expressly agreed that any such action shall not give rise to any claim for compensation by the Exhibitor.

Article 31: Cancellation of the Exhibition and/or the Event

If the Exhibition and/or the Event cannot take place, for whatever reason, ITU shall have the right to cancel any Contracts. In the case of cancellation of the Exhibition and/or the Event, ITU shall refund the Exhibitor all amounts of Rental Fees paid by the Exhibitor to ITU for its Rental Space, and any and all amounts paid by the Exhibitor to ITU for the Co-Exhibitor Fee, if applicable. In such an event, it is expressly agreed that cancellation by ITU shall not give rise to any further claim whatsoever by the Exhibitor, including but not limited to, claim for costs, damages and/or losses incurred in connection therewith. ITU's right to cancel shall be without prejudice to any rights and privileges to which it is entitled.

Article 32: Breach

32.1 ITU reserves the right to dispose of any Rental Space(s) allocated to an Exhibitor if:

- d) The Exhibitor fails to make due payments to ITU in accordance with the provisions of the Contract and General Regulations;
- e) Rental Space remains unoccupied by the Exhibitor in accordance with the following schedule:
 - (i) 26 September 2009 at 1200 hours for Rental Space of 200 square metres or more;
 - (ii) 28 September 2009 at 1200 hours for Rental Space of 50 to 199 square metres inclusive;
 - (iii) 3 October 2009 at 1200 hours for Rental Space up to and including 49 square metres.

32.2 Any breach of these General Regulations or of the instructions of ITU, including the instructions and regulations contained in the Manual, may lead to the immediate expulsion of the Exhibitor from the Event, without prejudice to any other rights to which ITU may be entitled. The Exhibitor shall remain under obligation to pay any outstanding amounts due to ITU, including full payment of any Rental Space. Any amount(s) already paid to ITU shall remain the sole property of ITU.

Article 33: Settlement of Disputes and Arbitration

Any dispute between the Parties arising from this Contract, or in connection with, the Exhibitor's participation in the Event and/or these General Regulations shall be settled by them directly and amicably through negotiations. In the case of failure of such negotiations, the dispute shall be settled by a sole arbitrator to be nominated at the request of either of the Parties by the Court of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be Geneva. The language of arbitration shall be English. The arbitration shall be carried out in accordance with the Rules of Arbitration of the International Chamber of Commerce, as at present in force. The applicable law shall be Swiss law. The arbitrator's ruling shall be binding and final upon the Parties and any recourse against this ruling to any court or tribunal shall be excluded.

Article 34: Contract and Annexes

All Annexes shall form an integral part of the Contract.

Article 35: Laws and Regulations

It is the Exhibitor's sole and exclusive responsibility to inform itself of and ensure full compliance with all regulations contained in the Manual, the Venue regulations, as well as any other applicable rules, laws and regulations in relation to the Event. The Exhibitor hereby agrees to indemnify and hold harmless ITU against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any act or omission of the Exhibitor regarding its conformity to applicable laws and regulations, including laws related to contractual and extra-contractual liability.

Article 36: Matters Not Covered by these General Regulations

ITU shall decide on any matters not covered by these General Regulations and make any changes or additions necessary, including, but not limited to, issuing any technical, safety, building, Venue and any other rules or regulations determined by ITU as applicable, which shall be notified to all Exhibitors in writing, which shall take effect immediately, and which shall form an integral part of these General Regulations.

Article 37: Privileges, Immunities and Facilities

Nothing in these General Regulations shall constitute a waiver of the privileges, immunities and facilities, which ITU (a specialized agency of the United Nations) enjoys by virtue of the international agreements and national laws applicable to it.

ITU, September 2008

**Annex A:
Rental Space Options**

Annex A: RENTAL SPACE OPTIONS ITU TELECOM WORLD 2009

A **5% discount** applies to **ITU Sector Members** on all rental space options described below on the Showfloor and in the Telecom Village. Exhibitors must be registered as an ITU Sector Member at the time of entering into the Exhibitor Contract.

Ref. Code	Options	Available sizes	Rental Fee in Swiss francs
ON THE SHOWFLOOR			
ESO	Exhibition Space Only Raw Exhibition Space for constructing a Customized Stand on the Exhibition Show Floor. No services are included in the Rental Fee.	minimum 9m ² maximum 800m ²	800.- / m²
PSO	Pavilion Space Only Raw Exhibition Space for constructing and organizing a Pavilion in accordance with Article 9 of the General Regulations for the Event. No services are included in the Rental Fee.	36m ² to 100m ² over 100m ²	720.- / m² 680.- / m²
OESO	Outdoor Exhibition Space Only Raw Exhibition Space for placing demo containers/vehicles, tents or other outdoor exhibit structures in the Outdoor Exhibition Area. No services are included in the Rental Fee.	no limitations	250.- / m²
TKC	Turnkey Exhibition Stand - Classic Exhibition space, structure and furnishings: includes construction, setup and dismantling of the elements described below. The Exhibitor is liable for any loss of or damage to the stand or furnishings regardless of the cause.	minimum 9m ² maximum 36m ²	1200.- / m²
	<p>Structure Single level stand arranged as one undivided space; aluminium supporting structure with white infill panels; 1 to 3 walls (in accordance with the number of open sides of the allocated Rental Space); carpeted floor with colour choice (no platform); fascia with stand name (max 15 letters), stand number and company logo.</p> <p>Furnishings For stands less than 18m²: 1 x reception counter & stool; 1 round table & 3 chairs; 1 lockable cupboard; 1 low display case; 1 wastebasket; 3 spotlights; 3 powerpoints*. For stands of 18m² or over: 1 x reception counter & stool; 1 round table & 6 chairs; 2 lockable cupboards; 2 low display cases; 1 wastebasket; 6 spotlights; 6 powerpoints*.</p> <p>Services 1 telephone handset and line (consumption not included); 1 Internet connection**; connection from the stand to the main power supply; daily stand cleaning.</p> <p>* max 2.5kw, 230V, 10A, single phase 50Hz, unlimited consumption **wired, shared access with private IP address enabling multiple users, min speed 512kb</p>		
TKS	Turnkey Exhibition Stand – Superior Exhibition space, structure and furnishings: includes construction, setup and dismantling of the elements described below. The Exhibitor is liable for any loss of or damage to the stand or furnishings regardless of the cause.	minimum 36m ² maximum 72m ²	1400.- / m²
	<p>Structure Single level stand with 50% of the stand arranged as an open reception/demo area and 50% as an enclosed meeting room with lockable door; 1 to 3 solid painted walls (in accordance with the number of open sides of the allocated Rental Space); carpeted floor with colour choice (with platform); fascia with stand name (max 15 letters), stand number and company logo.</p> <p>Furnishings For stands less than 54m²: 1 x reception counter & stool; 1 meeting table & 6 chairs; 2 lockable cupboards; 2 low display cases; 2 literature racks; 2 wastebaskets; 6 spotlights; 6 powerpoints*. For stands of 54m² to 72m²: 1 x reception counter & stool; 1 meeting table & 12 chairs; 3 lockable cupboards; 1 high display case; 2 low display cases; 2 literature racks; 3 wastebaskets; 9 spotlights; 9 powerpoints*.</p> <p>Services 1 telephone handset and line (consumption not included) – 2 for stands over 54m²; 1 Internet connection** – 2 for stands over 54m²; connection from the stand to the main power supply; daily stand cleaning.</p> <p>* max 2.5kw, 230V, 10A, single phase 50Hz, unlimited consumption **wired, shared access with private IP address enabling multiple users, min speed 512kb</p>		

Ref. Code	Options	Available sizes	Rental Fee in Swiss francs
TKOP	Turnkey Operators Stand Exhibition space, structure and furnishings: includes construction, setup and dismantling of the elements described below. The Exhibitor is liable for any loss of or damage to the stand or furnishings regardless of the cause.	30m ² or 40m ²	850.- / m ²
	Structure Single level stand with open reception/demo area and enclosed meeting room (15m ² for 30m ² stands; 20m ² for 40m ² stands) with lockable door; 1 to 3 solid painted walls with colour choice (in accordance with the number of open sides of the allocated Rental Space); carpeted floor with colour choice; fascia with stand name (max 25 letters), stand number and company logo. Furnishings 30m ² stands: 1 reception counter; 4 stools; 1 cabinet showcase; 2 literature racks; 1 bistro table; 1 meeting table (140cm x 80cm) & 4 chairs; 2 cupboards; 1 clothes rack; 1 wastebasket; 1 spotlight per full 3m ² of stand area; 6 powerpoints*. 40m ² stands: 1 reception counter; 4 stools; 1 table showcase; 1 cabinet showcase; 2 literature racks; 1 bistro table; 1 meeting table (190cm x 80cm) & 6 chairs; 2 cupboards; 1 clothes rack; 1 wastebasket; 1 spotlight per full 3m ² of stand area; 6 powerpoints*. Services 1 telephone handset and line (consumption not included); 1 Internet connection**; connection from the stand to the main power supply; daily stand cleaning. * max 5kw, 230/400V, 10A, three phase sockets, unlimited consumption **wired, shared access with private IP address enabling multiple users, min speed 512kb		
IN THE TELECOM VILLAGE			
TVHQ	Telecom Village Corporate HQ Space Only – single level Raw floor space for constructing an enclosed Corporate Headquarters Building on a single level, in the area of the exhibition designated as Telecom Village. No services are included in the Rental Fee.	100m ² - 2 sides open 200m ² – 3 sides open 400m ² – 4 sides open	800.- / m ²
TVHQ	Telecom Village Corporate HQ Space Only – double level Raw floor space for constructing an enclosed Corporate Headquarters Building on two levels, in the area of the exhibition designated as Telecom Village. No services are included in the Rental Fee.	200m ² - 2 sides open (100m ² ground and 100m ² upper level) 400m ² – 3 sides open (200m ² ground and 200m ² upper level) 800m ² – 4 sides open (400m ² ground and 400m ² upper level)	500.- / m ²
TVOS	Telecom Village Office Suite Office Suite space, structure and furnishings: includes construction, setup and dismantling of the elements described below. The Exhibitor is liable for any loss of or damage to the office suite or furnishings regardless of the cause.	20m ² & 40m ² 60m ² 80m ² & 100m ²	2,000.- / m ² 1,600.- / m ² 1,400.- / m ²
	Structure Enclosed office within a single level building that accommodates several independent suites; finished walls constructed with noise reduction materials and using translucent material on up to 30% of aisle facing walls; lockable entrance door in the exterior wall of the building with company name, logo and office suite number on the exterior face; painted interior walls with colour choice; white ceiling; carpeted floor with colour choice; air ventilation & general overhead lighting. Interior Layout 20m ² & 40m ² – one undivided space. 60m ² : reception area and one enclosed room with lockable door; division of space as per Exhibitor's requirement. 80m ² : reception area and two enclosed rooms with lockable doors; division of space as per Exhibitor's requirement. 100m ² : reception area and three enclosed rooms with lockable doors; division of space as per Exhibitor's requirement. Furnishings 20m ² & 40m ² : 1 meeting table & 6 chairs; 1 coat rack; 1 plant; 6 powerpoints* – 3 for 20 m ² office suites. 60m ² : 1 meeting table & 6 chairs; 1 reception desk & 1 chair; 1 credenza; 1 sofa; 1 waste basket; 1 coat rack; assorted plants; 9 powerpoints*. 80m ² : 2 meeting tables & 12 chairs; 1 reception desk & 1 chair; 1 coffee table; 1 credenza; 1 sofa; 1 waste basket; 1 coat rack; assorted plants; 12 powerpoints*. 100m ² : 3 meeting tables & 18 chairs; 1 reception desk & 1 chair; 1 coffee table; 1 credenza; 1 sofa; 1 waste basket; 1 coat rack; assorted plants; 15 powerpoints*. Services All office suites: connection from the suite to the main power supply; daily cleaning. 20m ² & 40m ² : 1 telephone handset and line (consumption not included); 1 Internet connection**. 60m ² : 1 telephone handset and line & 1 conference phone and line (consumption not included); 1 Internet connection**. 80m ² & 100m ² : 2 telephone handsets and line & 1 conference phone and line (consumption not included); 2 Internet connections**. * max 5kw, 230/400V, 10A, three phase sockets, unlimited consumption **wired, shared access with private IP address enabling multiple users, min speed 512kb		