



**ITU TELECOM
WORLD 2009**

October 5-9, 2009
Geneva, Switzerland

**ITU TELECOM WORLD 2009
USA PAVILION
Sponsored by TIA
Geneva, October 5-9, 2009**

Application and Contract for Exhibition Space

The Company/Division identified below ("Exhibitor") applies to the Telecommunications Industry Association (TIA) for exhibit space ("Space") at the "Event" identified above on this "Application and Contract for Exhibition Space" on the "Terms and Conditions for Exhibition at ITU TELECOM WORLD 2009" on the second page of this application and contract (collectively, the "Agreement").

A. Exhibit Space Primary Contact:

Exhibiting Company _____
 Exhibit Primary Contact _____
 Contact Job Title _____
 Address _____ P.O. Box _____
 City _____ State/Region _____
 Country _____ ZIP _____
 Phone _____ Fax _____
 E-mail _____ Web Site _____

B. Billing Contact:

Billing Contact _____ Title _____
 Address _____ P.O. Box _____
 City _____ State/Region _____
 Country _____ ZIP _____
 Phone _____ Fax _____
 E-mail _____ Web Site _____

C. Exhibition Fee:

Raw Space = \$1,300 per m² US TIA Member Rate / \$1,450 US Non-member Rate
 Shell Scheme = \$1,400 per m² US TIA Member Rate / \$1,550 US Non-member Rate

Total Space Charge: _____ x _____ per square meter = US\$ _____
 (Total Square Meters) (Rate) (Exhibit Space Cost)

D. USA Pavilion Space Assignment: Space#: _____	Size/Square Meters _____
Signature _____	Date _____
Printed Name _____	Title _____

The Terms and Conditions stated on the back of this Exhibitor Application and Contract ("Contract") are an integral part of this agreement. Sign and return this contract to TIA via fax at +1.703.907.7727.

NOTE: This document, when signed by Exhibitor and TIA, constitutes a binding legal agreement. TIA agrees to review your Application and Contract and assign to your company exhibit space, if available, consistent with show eligibility requirements and policies. The Exhibitor agrees that upon acceptance of this Application and Contract by TIA, with or without appropriate payment of the exhibition fee, the Contract shall become a legally binding contract, enforceable against the Exhibitor in accordance with its terms. By the signature above, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Exhibitor. The Exhibitor agrees to be bound by the information and terms on pages one (1) and two (2) herein and the rules and regulations of the USA Pavilion and ITU TELECOM WORLD 2009 and/or any other regulations issued prior to the exhibition.

Make Checks Payable to: TIA

If the name of the exhibiting company is different from the name on the check, please indicate the exhibiting company's name on the check.
 Mail to: **TIA/Accounts Receivable**
2500 Wilson Boulevard, Suite 300 Account:
Arlington, VA 22201

Wire Transfer Information*

Bank Name: Sun Trust Bank
 1145 New York Avenue, NW
 Washington, DC
 ABA Routing: 061000104
 Account Name: Telecommunications Industry Association
 206586027

*Please note that any wire transfer fees are the responsibility of the initiator.
 Non-U.S. companies must include an additional \$25US per payment to cover each international wire transfer fee.

**CONTRACT TERMS AND CONDITIONS
FOR EXHIBITION IN USA PAVILLION AT ITU TELECOM WORLD 2009**

PAYMENT SCHEDULE

25% due upon contract acceptance • 25% due by December 1, 2008 • Balance due by June 1, 2009

I. ASSIGNMENTS

Exhibitor shall not assign, sublet, transfer or sell its rights hereunder to a third party.

II. RIGHT TO OFFSET

TIA shall have the right to offset the amount of any obligation due and owing to TIA from the Exhibitor whether under this agreement or any other agreement between TIA and Exhibitor. TIA may cancel this contract in the event that Exhibitor is past due on any amounts due to sponsor for any reason.

III. CANCELLATION OF PARTICIPATION BY EXHIBITOR

All Exhibitor participation cancellations must be received by TIA in writing via certified mail (return receipt requested). The date of cancellation shall be the date that TIA received the written cancellation. If TIA does not receive any notice of cancellation in writing via certified mail (return receipt requested), the Exhibitor will be liable for 100% of the Exhibitor cancellation fee. Both the Exhibitor and TIA acknowledge that, in the event of cancellation, TIA will sustain substantial monetary losses that cannot precisely be determined. Due to the difficulty of determining and detailing said losses, the Exhibitor agrees to pay the following as liquidated damages (and not a penalty) if Exhibitor cancels its participation. If written notice is received by TIA on or after May 1, 2009, but prior to August 1, 2009, the Exhibitor agrees to pay a cancellation fee equal to half (50%) of the exhibition fee. If written notice of cancellation is received by TIA on or after August 1, 2009, the Exhibitor agrees to pay a cancellation fee equal to 100% of the total exhibition fee. All cancellation fees are due immediately upon cancellation. The above cancellation fee(s) terms shall apply regardless of the execution date of this Contract.

IV. EXHIBITOR BREACH

TIA reserves the right to cancel the Exhibitor's participation if the Exhibitor breaches any of its obligations or does not comply with the terms and conditions of this Contract including, but not limited to, making any payment due as per this Contract. If TIA does cancel the Exhibitor participation as per this section, the Exhibitor will have been deemed to have canceled its own participation and thus be subject to cancellation fees as stated in Paragraph III above. The date of cancellation for calculating the cancellation fees shall be the date that TIA cancels the Exhibitor for breach.

V. DOWNSIZING POLICY

All downsizing requests shall become effective when approved by TIA. Both the Exhibitor and TIA acknowledge that, in the event of downsizing, TIA will sustain substantial monetary losses that cannot precisely be determined. Due to the difficulty of determining and detailing said losses, the Exhibitor agrees to pay the following as liquidated damages (and not a penalty) if Exhibitor downsizes its participation. If written notice is received by TIA on or after June 1, 2009, but prior to August 1, 2009, the Exhibitor agrees to pay a downsizing fee equal to half (50%) of the exhibition fee. If written notice of downsizing is received by TIA on or after August 1, 2009, the Exhibitor agrees to pay a downsizing fee equal to 100% of the total exhibition fee. In the event that an Exhibitor downsizes (once or multiple times) an existing Event exhibit space, and then cancels the decreased exhibit space, the cancellation fee will be computation based on the original exhibit space size. The date of cancellation for determining the cancellation fee shall be the date on which the Exhibitor canceled its participation in the Event, and not the date(s) on which the downsize occurred. The above downsizing fee(s) term shall apply regardless of the execution date of this Contract.

VI. INTEREST AND COLLECTION FEES

Any Exhibitor that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney's fees and/or collection fees of not less than 25% of the remaining balance due) TIA incurs to recover the debt. There will be a \$35 charge for all returned checks, regardless of the reason. If the above interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to TIA by Exhibitor.

VII. SPACE ASSIGNMENT AND ATTENDEES

Although TIA will attempt to accommodate Exhibitor requests for specific booths, no guarantees can be made that the Exhibitor will be assigned the specific booth(s) requested. Exhibitor acknowledges that he/she is not contracting for a specific booth(s), but rather for the right to participate as an Exhibitor in the USA Pavilion at the ITU TELECOM WORLD 2009 event. TIA makes no representations or warranties with respect to the demographic nature and/or number of Exhibitors and/or attendees.

VIII. LICENSE RELATIONSHIP

It is understood and agreed that this Contract constitutes a non-assignable license and privilege only and is not, under any circumstances, intended to constitute a lease or any other conveyance of real property, partnership, employment agreement or joint venture between the parties.

IX. PAYMENT AND MEMBERSHIP IN TIA

Member rate is contingent upon Exhibitor being a member in good standing when this Contract is executed.

X. MISCELLANEOUS

This Contract is irrevocable, and the rights of TIA under this Contract shall not be deemed waived except as specifically stated in writing by an authorized representative of TIA. Exhibitor further agrees that upon acceptance of this agreement by TIA with or without appropriate or timely payment of any and all fees, this agreement shall become binding and enforceable in accordance with its terms. This Contract will be binding on Exhibitor's and TIA's successors. If a court of competent jurisdiction hereof holds any term, clause or provision invalid or unenforceable, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement. Any action arising out of this Contract or Event must be brought in Arlington, Virginia, USA, and governed by the law of that locale, exclusive of the choice of law rules of any jurisdiction, and the Exhibitor consents to the jurisdiction of such courts.

INITIAL _____ **DATE** _____