



100 KNOTS

Advertisement Proposal



Unlock the true potential of your business with our game-changing website advertisement proposal. Our targeted online advertising campaigns, including banner ads, monthly website Ads, and social media promotions, will maximize your reach and attract relevant audiences.



100 KNOTS



Well researched news and research articles published daily by a dedicated team of professionals

Up to date database of all aviation stakeholders in India (Airlines, FTOs, Airports, Airplane, etc)

Comprehensive Industry Network

A wide and diverse audience that spans across various demographics and interests

Highly targeted and personalized advertising experience

Flexible advertising options to suit your specific goals and budget

Dedicated team of professionals

Be part of a trusted and respected platform

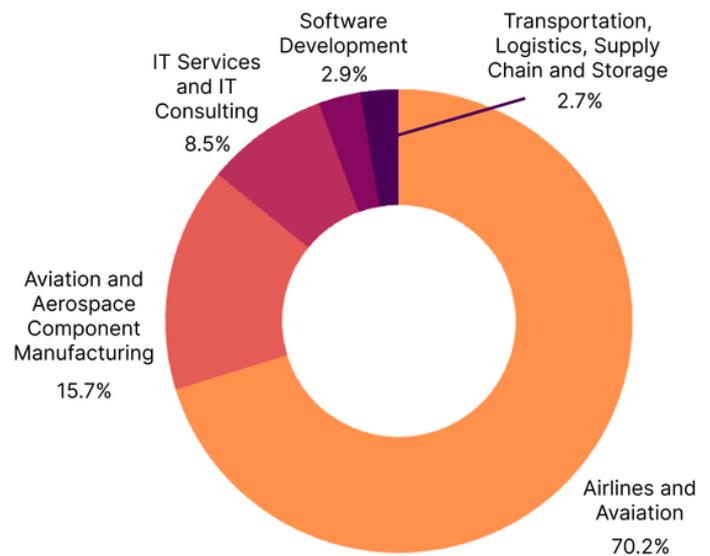
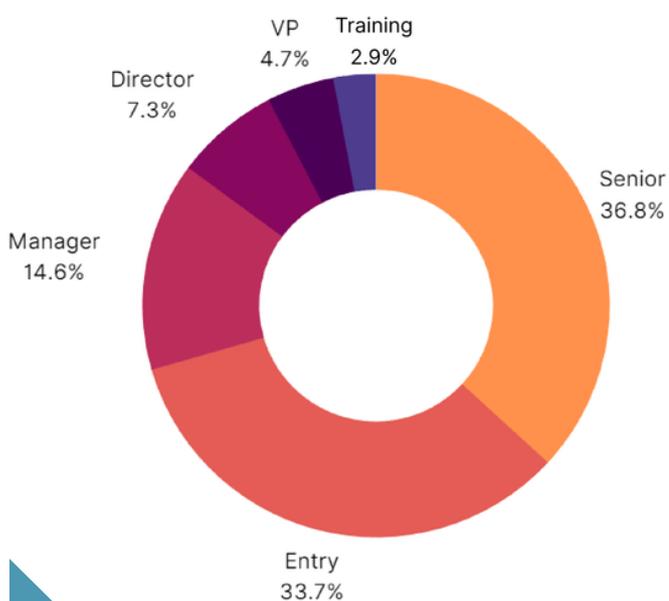


Metrics & Follower Demographics



Monthly Unique Users : **11,000+**

Monthly Social Media Reach : **400,000+**



ADVERTISING AGREEMENT

TERMS AND CONDITIONS

These Advertising Agreement Terms and Conditions (this “**Agreement**”), effective as of the date both Parties have executed the Accepted Insertion Order (as defined in the attached email and below) (“the “**Effective Date**”), is entered into between M/s Kerospace Solutions Private Limited, having their registered office at 2221, Hanna Tower, Gaur Saundaryam, Greater Noida West, Uttar Pradesh-201301 (the “**Publisher**”), and the advertiser set forth on the Insertion Order, (the “**Advertiser**”, and together with Publisher, the “**Parties**”, and each, a “**Party**”).

WHEREAS, the Publisher is in the business of publishing digital magazine on its official website and several social media platforms (as selected by Advertiser in an Accepted Insertion Order, each a “**Publication**”) and selling space within the Publication for advertisements (“**Ad Units**”).

WHEREAS, the Advertiser desires to purchase from the publisher, and the Publisher desires to sell to the Advertiser, Ad Units to promote Advertiser’s business, services, or products, on the terms described herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions:** Capitalized terms have the meanings set forth or referred to in this Section, or in the Section in which they first appear in this Agreement.

1.1 “**Accepted Insertion Order**” means an Insertion Order delivered to Publisher by Advertiser and accepted by Publisher in accordance with the terms of this Agreement.

1.2 “**Ad Units**” means the space in each Publication that Publisher sells to Advertiser or a third party.

1.3 “**Advertisement**” means any advertisement that Advertiser delivers to Publisher pursuant to an Accepted Insertion Order.

1.4 “**Insertion Order**” means a written order from Advertiser to Publisher for the purchase of Ad Units.

1.5 “**Intellectual Property**” means any and all Trademarks; original works of authorship and related copyrights and any other intangible property in which any party holds proprietary rights, title, interests, or protections, however arising, pursuant to the laws of any jurisdiction throughout the world, including all applications, registrations, renewals, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

2. Agreement to Purchase and Sell Ad Units

2.1 **Purchase and Sale:** Subject to the terms and conditions of this Agreement, during the Term, Publisher shall sell to Advertiser, and Advertiser shall purchase from Publisher, Ad Units requested on Accepted Insertion Orders, on the terms and conditions set forth herein and therein.

2.2 **Acceptance, Rejection. And Amendment of Insertion Orders:** Advertiser shall initiate all orders for Ad Units by delivering to Publisher an Insertion Order via e-mail, to the address set forth on the Insertion Order. Advertiser shall have the right to cancel or amend any Insertion Order delivered to Publisher, without Publisher’s consent, only if Publisher has not yet accepted the Insertion Order. Publisher has the right, in its sole discretion, to accept or reject any Insertion Order. Publisher shall accept any complete Insertion Order by providing a fully executed Insertion Order to Advertiser. No Insertion Order is binding on either Party.

3. Price and Payment

3.1 Price: Advertiser shall purchase Ad Units from Publisher at the Net Insertion Rate set forth on the Accepted Insertion Order.

3.2 Payment: Unless otherwise set forth on the Agreed Insertion Order, Publisher shall issue an invoice for each Accepted Insertion Order accepted promptly after acceptance of such order. Publisher shall send invoices to Advertiser's billing address as set forth on the Accepted Insertion Order. Advertiser shall pay all invoiced amounts due to Publisher on receipt of such invoice, except for any amounts disputed by Advertiser in good faith. Advertiser shall make all payments in the method and pursuant to the instructions set forth on the Accepted Inserted Order.

3.3 Invoice Disputes: Advertisers shall notify Publisher in writing of any dispute with an invoice (along with a reasonably detailed description of the dispute) within 15 (fifteen) business days from the date of such invoice. Advertiser will be deemed to have accepted all invoices for which Publisher does not receive timely notification of disputes and shall pay all undisputed amounts due under such invoices within the period of 7 (seven) days from the receipt of invoice. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

3.4 Late Payments; Suspension of Work: Except for invoiced payments that Advertiser has successfully disputed, Advertiser shall pay interest on all late payments, calculated monthly at the rate of 2% per month. Publisher reserves the right to suspend any work on behalf of Advertiser (including the placement of Ad Units) until Advertiser pays all undisputed amounts.

4. Advertising Requirements

4.1 Advertiser Prepared Advertisements: For Advertisements supplied by Advertiser, Advertiser shall deliver all Advertisements to Publisher in final format in accordance with Publisher's given specifications and within Publisher submission deadlines.

4.2 Clearances: Advertiser shall be responsible for obtaining all rights, licenses, permissions, releases, approvals, clearances, and credit or attribution information, and for payment of all royalties, license, or reuse or other fees required for Advertiser to create any Advertisement and grant Publisher the right to reproduce, print, disseminate, or distribute it in the Publication within the scope of the Agreement.

4.3 Publisher Policies and Approval: Publisher reserves the right to reject any Advertisement which it determines (i) is offensive, obscene, or profane, (ii) is defamatory, libellous, slanderous, or otherwise unlawful, (iv) is false or misleading; (v) claims endorsement in any way by Publisher of any products or services; (iii) may result in Publisher violating any law or subject Publisher to legal scrutiny; or (iv) in Publisher's reasonable opinion, is detrimental to the reputation of the Publisher, its affiliates, or their respective partners.

5. Termination

5.1 Term: The term of this Agreement commences on the Effective Date and continues for until the publication of the Advertisement(s) set forth in the Accepted Insertion Order, unless it is earlier terminated as provided under this Agreement (the "Term").

5.2 Mutual Right to Terminate: Either Party may terminate this Agreement upon written Notice to the other Party if the other Party materially breaches any material provision of this Agreement or any Accepted Insertion Order (other than its obligation to pay any amount when due) and either the breach cannot be cured or, if the breach can be cured, it is not cured by the other Party within 30 days of notice of breach to the breaching Party.

5.3 Effect of Termination: Notice of termination under this Agreement shall immediately operate as an automatic cancellation of any Advertisements that are scheduled to be published subsequent to the date of the termination Notice, subject to any unavoidable restrictions imposed by Publisher's production schedule.

6. Indemnification

Notwithstanding anything to the contrary in this Agreement, neither Party is obligated to indemnify or defend the other Party or any of its representatives against any Losses arising out of or resulting, in whole or in part,] from the other Party's: (a) willful acts or omissions; or (b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

7. Intellectual Property

Subject to the terms and conditions of this Agreement, Advertiser grants Publisher a limited, royalty-free, non-exclusive license to reproduce, publish, and distribute each Advertisement, including all of Advertiser's Intellectual Property contained therein, in the Publication in accordance with the terms of this Agreement and the corresponding Accepted Insertion Order. All Intellectual Property created by Publisher on behalf of Advertiser is the property of Publisher, and Advertiser shall not reproduce such Publisher Intellectual Property without Publisher's written consent.

8. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between Advertiser and Publisher. This Agreement will not restrict (a) Advertiser from advertising in other publications or media or (b) Publisher from selling Ad Units to any third parties.

9. Choice of Law

This Agreement and all Insertion Orders and other related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of New Delhi, India, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of New Delhi.

Company Details

100 KNOTS is a web-based information agency and fully owned subsidiary of Kerospace Solutions Private Limited. KEROSPACE SOLUTIONS PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956, having its registered office at Flat No. 2221. Hanna Tower, Gaur Saundaryam, Greater Noida West, Uttar Pradesh-201306

GSTIN: 09AAICK4754E1ZD

Bank Details

Bank Name:

Account Name:

Account Number:

IFSC Code:

Signature

Name

Date