WEBSITE BANNER ADVERTISEMENT AGREEMENT

THIS ADVERTISEMENT AGREEMENT is made and entered into on this _____ day of _____ 2013, by and between Silk Mark Organisation of India (SMOI), a registered organization under the Karnataka Societies Act, 1961 (Registration No.1054/2003-04) having its registered office in First Floor, Central Silk Board Office Complex, BTM Layout, Madivala, Bangalore - 560068 represented by its Chief Executive Officer hereinafter referred to as SMOI ON THE ONE PART AND _____ hereinafter referred to as Advertiser ON THE OTHER PART.

This agreement witnesseth as follows:-

Whereas SMOI has been promoting its Silk Mark through website and other online media vigorously and has been able to make substantial presence among the online community.

Whereas SMOI has its own website of Silk Mark and is being visited by various stakeholders of silk industry. The said website has been disseminating useful information benefiting not only the stakeholders of silk industry but also consumers of various silk products.

Whereas SMOI has now proposed to permit utilization of said website by Silk Mark Authorised Users for promotion of their brand and also for improving their E-Commerce business. In fitness, a small window has been reserved for this purpose in the website on chargeable basis.

Whereas SMOI has invited offers from the interested Authorised Users of Silk Mark for using the space in SMOI website and in response to the said invitation to offer M/s._____ hereinafter referred to as the “Advertiser” has offered to advertise his products in the said website which offer has been accepted by SMOI on the terms and conditions hereinafter mentioned.

Whereas the Advertiser has fully understood the said terms and conditions of the acceptance of his offer and has thus consented to provide the advertisement material for being advertised subject to the terms and conditions hereinafter mentioned.

1. The Banner Insertion Order dated _____ issued to the Advertiser form part and parcel of this agreement.

2. The Banner graphics/Advertisement material to be supplied by the Advertiser must be in the prescribed format and in accordance with the specification of the SMOI.

3. This agreement is non-exclusive to mean SMOI has liberty to accept Banner advertisements from its other authorised users appearing on its site at the same time.

4. SMOI will provide the Advertiser with relevant website traffic information. The SMOI does not and cannot make any representation or warranty as to the number, frequency or duration of any such traffic information. Advertiser agrees not to hold SMOI responsible for any liability, loss, cost, claim, damage or causes of action of any kind that it may suffer as a result of the transactions contemplated hereby, including but not limited to loss resulting from service delays and incomplete or interrupted service, regardless of cause of such fault.

5. In consideration of providing website space for Banner advertisement, the Advertiser shall pay the fee stated in the Banner Insertion Order. Such payment shall be made by DD/Cheque and in advance for each month with payment for the first month being paid upon the signing of this agreement. If the services provided here to Advertiser will commence on a date other than the first of the month, then the first payment shall be for the balance of the first calendar month prorated and for the first full calendar month thereafter. The fee is non refundable and will not be prorated should the Advertiser decides to discontinue the display of the Banner advertisement at any time prior to the end of the contract period. Violation of any of the terms or conditions of this Agreement may result in the immediate termination of the advertising services without any reimbursement of the Fee at the discretion of SMOI. If the SMOI terminates its services to Advertiser where there has been no violation by the Advertiser of any of the terms or conditions of this Agreement, then the SMOI shall reimburse the Advertiser any payment made by it to the SMOI for the period for which it does not receive the SMOI's services, prorated if pertains to part of the month.

6. The Advertiser is solely responsible for any liability arising out of or relating to the Banner Advertisement, and/or any material to which users can link through banner advertisement. The advertiser represents and warrants that any information found on URLs hyperlinked from the Banner Advertisement will not

violate any law/rules/regulation or any rights of any person/association, including, but not limited to, such violations as infringement or misappropriation of any copy right , patent trademark, trade secret, image, or other proprietary or confidential information or propriety right, false advertising, unfair competition ,defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity. The SMOI is not responsible or answerable to any such violations or claims.

7. Advertiser agrees to indemnify SMOI and its officers, directors, employees and agents harmless from any and all liability, loss, cost , damage, claims, or causes of action of any kind and further agrees to make good the reasonable legal fees, expenses and other cost that may be incurred by SMOI arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

8. Upon signing of this Agreement, SMOI will commence providing space for Advertiser’s Banner Advertisement and issue an invoice. The SMOI will make the Banner Advertisement visible on the one or more Page URL's listed in the Insertion Order upon receipt of payment (pending Advertiser readiness and approval).

9. SMOI reserves rights to refuse any advertisement which in its opinion consider as objectionable or of generally unsuitable character. This decision of SMOI is binding on the Advertiser.

10. The term of this agreement is for a period of _____ years from the date of signing of this agreement. It is further subject to renew on the request made by the Advertiser in advance before 30 days of the date of termination. Both the parties have right to terminate this agreement premature by serving advance _____ days notice on either side. Such termination shall not affect the advertisement already advertised under this agreement and payments made therefrom.

11. In case of Advertiser committing breach of any of the covenants herein contained, SMOI shall be at liberty immediately to terminate this agreement without any further notice reserving liberty to proceed against the Advertiser seeking appropriate relief.

12. All disputes between the parties hereto arising out of this agreement shall be referred to an Arbitrator appointed by _____ and the provisions of the Indian Arbitration and Conciliation Act for the time being in force shall be applicable to such reference.

13. Notwithstanding the above, each party has right to approach appropriate Legal Forum for redressal of any dispute arising under this agreement. In all the cases, jurisdiction shall be Bangalore, Karnataka.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives, on the date and year written above.

for Silk Mark Organization of India

Witnesses:

1. Advertiser/Authorized User

2.

SILK MARK INDIA

Your Assurance of Pure Silk

ADVERTISEMENT AT SILK MARK WEB SITE

Banner Insertion Order

1.	Name & address of AU ***Mob.No. & Tel.No.***	
2.	AU Reg. No	
3.	Period of the Advertisement (From ...to.....)	
4.	Web Site Address	
5.	Product Profile (Types of Product Dealing in)	
6.	Mode of Payment	
7.	Please write Cheque/DD No Date	
8.	Graphic of Advertisement supplied	
9.	Agreement Submitted	

Date :

Signature of Authorised Signatory

With stamp