Cease and Desist Undertaking

This agreement is made between the Rights Holder and the Undertaking Party named below and takes effect on the date of the last signature.

Rights Holder

LEGAL NAME

EMAIL

PHONE

ADDRESS

Undertaking Party

LEGAL NAME

EMAIL

PHONE

ADDRESS

Background

The Rights Holder has alleged that the Undertaking Party infringed its rights as described below. The Undertaking Party gives these undertakings to settle the matter.

Alleged infringement

RIGHTS AND INFRINGING ACTIVITY (URLS, PRODUCTS, MARKS)

DAYS TO COMPLY

COSTS PAYABLE (₹)

Terms

- Stop. The Undertaking Party stops the activity described and does not resume it.
- Remove. The Undertaking Party removes or destroys infringing material, listings and stock within the days stated and confirms in writing.
- Accounts. Where requested, the Undertaking Party shares sales figures of infringing goods.
- Breach. If the Undertaking Party breaches these undertakings, the Rights Holder may sue for all remedies,

including the original claim.

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Rights Holder

SIGNATURE

PRINTED NAME

DATE

Undertaking Party

SIGNATURE

PRINTED NAME

DATE