

UNDERTAKING

To,
BigFoot Retail Solutions Private Limited
Plot No. B, Khasra-360, Sultanpur,
M.G. Road, New Delhi - 110030

SUB: Undertaking in relation to Blue Dart account/services

Dear Sir,

I / We do hereby undertake as follows:

1. That I/we are a user/merchant of the services/platform provided by the Bigfoot Retail Solutions Private Limited, a company incorporated under the Companies Act, 1956, having its corporate office at Plot No.B, Khasra-360, Sultanpur, M.G. Road, New Delhi-110030, and providing logistics management services through its platform namely 'Shiprocket' ("BFRS" or "Shiprocket").
2. That I/we hereby undertake that:
 - (i) I/we are not using Shiprocket platform in the capacity of a reseller, OTC (over the counter) or franchise of any courier/logistics company, including that of Blue Dart;
 - (ii) I/we are using the Blue Dart account/services through Shiprocket platform only for ecommerce sales related transactions; and
 - (iii) I/we do not already hold a Blue Dart account, since I/we understand that Shiprocket is not authorized to offer Blue Dart services to sellers who already hold Blue Dart account.
3. That in the event BFRS believes that I/we have breached any provision of para 2 above, then BFRS would inter-alia have the right to deactivate my/our account, retain the custody of my/our shipments and to levy damages/charges (along with the applicable GST amount and freight charges) of Rs. 10,00,000/- (Rupees Ten Lacs only) or of such other amount as decided by BFRS in its sole discretion.
4. That I/we agree to indemnify BFRS, concerned logistics company (including Blue Dart) and their directors, officers, employees, etc. against any loss or damage they might suffer due to breach of this Undertaking by me/us.
5. That this Undertaking shall be governed by the laws of India and the courts of New Delhi shall have exclusive jurisdiction to determine any disputes arising in relation to the provisions of this Undertaking.