

COTTAR'S

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**Cottar's 1920s Camp and Bush Villa
(Nineteen Twenties Safari Camps Ltd)**

TERMS AND CONDITIONS

1. GENERAL TERMS

The Cottars Group of Companies (hereinafter referred to as Cottars), which for purposes of these Terms and Conditions will be deemed to include Nineteen Twenties Safari Camps Ltd, (Cottars 1920s Camp, Bush Villa and Conservation Camp).

2. CONDITIONS:

2.1 GENERAL

2.1.1. Final itineraries will reflect the following:

- 2.1.1.1. Accommodation;
- 2.1.1.2. Room type(s) and specification;
- 2.1.1.3. Meals and/ or beverages included, where and if applicable;
- 2.1.1.4. Transfers and or transport where specified.
- 2.1.1.5. Conservation and Park Fees

2.1.2. Itineraries relating to accommodation may be subject to change at any time (even after issue) due to unforeseen circumstances beyond the control of COTTARS. This includes Travel, Accommodation and Activities. Every effort will be made to operate itineraries as planned.

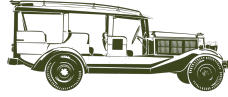
2.1.3. Weight restrictions for baggage on some routes on internal/domestic flights may apply, and guests must abide by and be responsible for those weight restrictions.

2.1.4. Safekeeping of baggage and personal effects shall at all times remain at the Guest's risk. COTTARS will assume no liability for lost or damaged baggage.

2.1.5. It will be the Guest's responsibility to verify with the relevant international carrier the extent of baggage restrictions which may apply.

2.1.6. Guests staying with COTTARS are required to ensure they have medical emergency evacuation insurance cover. Additionally, it shall be the Guests' responsibility to ensure sufficient medical and travel insurance cover is in place to cover in-hospital medical expenses and associated costs once admitted to hospital.

2.1.7. By virtue of the fact that VARIOUS AGENTS subcontract flying services to independent operators, COTTARS cannot accept any responsibility in respect of any delay in flights and / or any inaccuracies of flight schedules which may occur.



COTTAR'S

SAFARIS

EST. 1919

2.1.8. COTTARS reserves the right to take photographs during the operation of the guests' stay and use them for promotional purposes. By booking accommodation or a Tour with COTTARS it will be deemed that Guests have consented to the use by COTTARS of any photographic image taken of them whilst on tour. Guests who prefer their images not be used should identify themselves prior to final payment to be exempted from the photography waiver clause.

2.2 PRICING

2.2.1. The invoice and pricing tariffs shall include what is included within the quoted price and what is excluded. The price will be subject to revision in event of significant changes in foreign currency, tariff rates, taxes etc.

2.2.2 PARK AND CONSERVANCY FEES

Maasai Mara National Reserve & Olderkesi Conservancy conservation and community fee:
PRIVATE SEASON (PPPD)

11 Jan to 31 May 2024 \$100 for Adults, \$50 for Children (9-17 yrs)

01 to 30 Nov 2024 \$200 for Adults, \$50 for Children (9-17 yrs)

01 to 19 Dec 2024 \$200 for Adults, \$50 for Children (9-17 yrs)

HIGH SEASON (PPPD)

01 June to 30 June 2024 \$100 for Adults, \$50 for Children (9-17 yrs)

16 Sept to 31 Oct 2024 \$200 for Adults, \$50 for Children (9-17 yrs)

PEAK SEASON (PPPD)

01 July to 15 Sept 2024 \$200 for Adults, \$50 for Children (9-17 yrs)

20 to 31 Dec 2024 \$200 for Adults, \$50 for Children (9-17 yrs)

01 to 10 Jan 2025 \$100 for Adults, \$50 for Children (9-17 yrs)

The Maasai Mara National Reserve park fee charges are applicable per 12 hour period (6am to 6pm)

PARK AND CONSERVANCY FEES MAY BE SUBJECT TO CHANGE AS AND WHEN GOVERNMENT POLICIES CHANGE

2.3 EXCLUSIONS

Unless expressly included, all and any cost (without limitation) of obtaining passports, visas, international flights, items of a personal nature such as non-included drinks and spa treatments, telephone calls, communication and excess baggage charges shall be excluded from the pricing.

2.4 BOOKING PROCESS

2.4.1. The Guest and or Agent is responsible for informing COTTARS of any Booking, Confirmations, Booking Amendments, Reductions or Cancellations of rooms or services in



writing by e-mail to enable COTTARS to make the required itinerary arrangements. The onus of proof of delivery will rest on the Guest and or Agent.

2.4.2. Provisional booking periods for the 1920s Camp, Bush Villa and Conservancy Camp are 10 days. COTTARS reserves the right to release reservations if provisional bookings are not confirmed by email at bookings@cottarsafaris.com within 10 days of the provisional booking being received and if full payment has not been received within 60 days of the date of the safari taking place.

2.4.3. COTTARS will, at the request of the guest or agent, in writing, attempt to extend provisional bookings. Any extension of any provisional period will, however, at all times remain the sole and unfettered discretion of Cottars.

2.4.4. Upon confirmation the Guest's passport nationality will be required, which information will be used solely for market data purposes.

2.4.5. Confirmed Reservations are invoiced with payment required as per the provisions of clause 3.1.2.

2.4.6. Confirmed Accommodation will be subject to the appropriate payment and cancellation policy as set out in clauses 2.4.7.

2.4.7. Amendment, Reduction, Refund and Cancellation Policy

- 2.4.7.1. An amendment will refer to a change in travel / arrival date and / or an increase or reduction in number of rooms or services required, after confirmation;
- 2.4.7.2. All amendments made will be subject to the cancellation policy;
- 2.4.7.3. The deposit amount is 20% of the entire safari value which is required within 10 days of a provisional booking. Reservations held by COTTARS where no deposit has been paid by the deposit payment date, or where no guarantee has been given, will be cancelled by COTTARS after 10 days of a provisional booking and notice to the guest/agent will be sent. Full payment is required 60 days or more before the final safari.
- 2.4.7.4. On cancellation of a confirmed reservation COTTARS will be entitled to:
 - More than 60 days before arrival, the 20% deposit is refunded, net of bank/payment transaction/currency exchange charges and an admin fee of 3% of the booking value
 - Between 60 days and arrival – 100% of total invoice value will be forfeited
 - Cancellation during travel or stay – 100% of total invoice value

3. PAYMENT POLICY

3.1 GENERAL

3.1.1. Unless prior arrangements have been made with COTTARS the Guest or agent if an agent is handling the booking, shall at all-times remain solely liable and responsible for the payment of all invoices issued by COTTARS in respect to Confirmed Reservations, as well as the payment of any cancellation fees due.



3.1.2. Payment shall be effected by cheque or electronic fund transfer into accounts as provided at time of Confirmation.

Correct payment details for payments are detailed beneath the rates sheet and on the invoice. Cheques to be paid to Nineteen Twenties Safari Camps Ltd.

Bank Transfer details as detailed below:

(for overseas transfers)

Account Name: Nineteen Twenties Safari Camps Ltd

Beneficiary Bank: I & M Bank Ltd

Bank Branch: Karen

Swift BIC Code: IMBLKENA

USD A/c No – 00800286401202 Branch: Karen Branch Code: 57008

KSH A/c No - 00800286401201 Branch: Karen Branch Code: 57008

3.1.3. COTTARS reserves the right to request payment by credit card or PayPal to secure all short lead time bookings which have been confirmed within 7 (seven) days of travel.

3.1.4. It is acknowledged by the Guest and Agent that certain portions of the trip may be exempt from VAT or park or conservation fees whilst other portions may be subject to VAT or park or conservation fees. To this end the Guest and Agent agrees that prices and /or the fees charged by COTTARS may be subject to change if VAT or park or conservation fees change.

3.1.5. Should the Guest fail to effect any payment on due date or breach any of the other Trading Terms , COTTARS shall, be entitled to:

- 3.1.5.1. Cancel the Booking and take such action as may be deemed necessary to recover the full amount owing and / or;
- 3.1.5.2. Cancel any future Bookings made by the Guest or agent, and / or;
- 3.1.5.3. Recover from the Guest and or Agent any costs incurred due to late cancellation, and / or;
- 3.1.5.4. Refuse to accept any further bookings from the Guest, and or Agent and / or;
- 3.1.5.5. Request payment from Guests on arrival prior to the rendering of any Services , and / or;
- 3.1.5.6. Levy a charge on all overdue account balances at a rate that is equal to the quoted prime lending rate of Kenya as published from time to time
- 3.1.5.7. Apportion credits due to the Guest and apply to any amounts which may be due to COTTARS in terms of these Trading Terms.

4. GUEST RESPONSIBILITIES

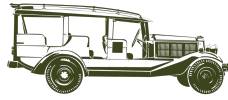
4.1 THE GUEST AND OR AGENT SHALL:



- 4.1.1. Provide at time of confirmation their nationality, this information is to be used for market data purposes only;
- 4.1.2. Adhere strictly to the provisions of the Trading Terms;
- 4.1.3. Not knowingly engage in any distribution or trade practice or advertising method which will be harmful to Cottars;
- 4.1.4. Without delay, communicate all Bookings and / or cancellations to COTTARS in writing by email;
- 4.1.5. Promptly comply with any reasonable instruction given by Cottars;
- 4.1.6. Ensure they take out comprehensive travel insurance covering them for personal effects, personal accident, medical and emergency travel expenses, cancellation and curtailment;
- 4.1.7. Ensure they have the necessary and correct passport, visa and vaccination requirements to cover all the countries into which travel is planned;
- 4.1.8. Seek medical advice regarding prophylaxis and vaccination requirements for countries and regions into which travel is planned;
- 4.1.9. Understand that in some cases their travel may take them into isolated regions and in close proximity with wildlife. Guests will be required to sign a conditions and waiver form at the time of their trip;
- 4.1.10. At time of Booking provide all special requests or preferences including any dietary requirements and requests, any allergies, medical conditions or other important need to know information;
- 4.1.11. The Guest and or Agent shall at all times be solely responsible for ensuring that all payments due to COTTARS are received timeously by COTTARS in accordance with the provisions of the Trading Terms.
- 4.1.12 By booking with us the guest and agent agree that if you are represented by others or have further intermediaries and third-party arrangements, then our terms and conditions apply throughout the guest and agent supply chain.
- 4.1.13. Guests must raise ANY matters of concern during their stay directly with the Camp Manager. THE COMPANY DOES NOT NORMALLY consider refunds or compensation for any perceived service OR OTHER failure, unless the client has given the camp management an opportunity to address the issue/s on site.

5. COTTARS RESPONSIBILITIES

5.1 COTTARS SHALL:



COTTAR'S

SAFARIS

EST. 1919

- 5.1.1. Have the responsibility of providing accommodation and safari services;
- 5.1.2. Stipulate all accommodation, room types, specifications, transfers provided on arrival and departure from airport to hotel and return when specified in the itinerary;
- 5.1.3. Be entitled to change travel arrangements, accommodation and arranged activities due to unforeseen circumstances after the itinerary has been issued. Should this occur COTTARS will inform the Guest and or Agent. Every effort will be made to operate the accommodation and safari experience as planned;
- 5.1.4. Promptly supply the Guest and or Agent with brochures, information and marketing collateral that maybe required;
- 5.1.6. On request, provide to the Guest and or Agent proof of any insurance policies
- 5.1.7. Ensure that all brochures, advertising material and other documents of whatever nature supplied to the Guest and or Agent are accurate and fully comply with all applicable laws, regulations, rules and codes of practice.

6. BREACH

6.1. The Parties shall be entitled, without prejudice and in addition to any rights which they may have in terms of this agreement or in Law applicable within the Applicable Jurisdiction forthwith to cancel this agreement or to uphold this agreement and in either event to claim such damages as it may have suffered in the event that the other Party:

6.1.1. commits a breach of any of the terms of the Terms, and fails to remedy such breach within a period of 7 (seven) days after receipt by it of written notice from the other Party calling for such breach to be remedied; or

6.1.2. takes steps to enter into a compromise with any of its creditors or takes steps or has steps taken against it for liquidation, winding up, deregistration or judicial management; or

6.1.3. prior to or during the currency of these Terms, commits or has committed an act of insolvency or an act which would be an act of insolvency as governed by relevant insolvency Laws applicable within Kenya and /or, in the case of the Client, relevant insolvency legislation in the country of domicile (i.e. registration and incorporation) of the Client; or

6.1.4. fails to satisfy any judgment taken against it and of which it is aware and fails, within 10 (ten) calendar days of the date on which the judgment is granted or the date on which it becomes aware of the judgment, whichever is the latter, to take such steps and to continue to take such steps as may be necessary to have the judgment set aside, or, having taken such steps, fails to satisfy the judgment within 10 (ten) calendar days after the date on which it becomes final.

6.1.5. If the Guest and or Agent fails to timeously pay to COTTARS any amount due to COTTARS as set out in the Trading Terms, and fails to remedy such breach within a period of 3 (three) Business Days after receipt by it of written notice from COTTARS calling for such breach to be remedied, COTTARS shall be entitled, without prejudice, to its rights in terms of



the trading terms, or in law, to terminate these Trading Terms and claim such damages as it may have suffered, and to cancel any Reservations that may have already been made for the Guest and or agent.

7. WAIVER AND INDEMNITIES

7.1 For purposes of this clause 8:

7.1.1a the term "Guest" shall include the Guest, its beneficiaries, estate, directors, partners, members, employees, agents, servants, assignees, and/or successors in title;

7.1.1b the term "Agent" shall include the agent, its beneficiaries, estate, directors, partners, members, employees, agents and third party agents, servants, assignees, and or successors in title.

7.1.2 the term "Claims" shall include all and any claims, payments, demands, actions, causes of action, losses and expenses, including all and any future and unascertained damages;

7.1.3 the term "Third Party" shall include any party who does not have a direct connection with this agreement but might be affected by it, and includes Third Party Service Providers;

7.1.4 the term "Third Party Service Provider" shall include any party who does not have a direct connection with this agreement who has been engaged to carry out and operate part of the accommodation and tour and

7.1.5 the term "Third Party Claim/s" shall include all and any claims, payments, demands, actions, causes of action, losses and expenses, including all and any future and unascertained damages that any party who does not have a direct connection with this agreement but might be affected by it may have.

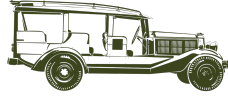
7.2 The Guest acknowledges (and/or the agent will inform his/her guest) that:

7.2.1 the accommodation and safari experience or part thereof may be inherently dangerous, including but not limited to visiting isolated regions, being in close proximity to wildlife, chartered travel and participating in activities related to the conservation of game;

7.2.2 parts of the experience may be carried out and operated by Third Party Service Providers and that COTTARS does not accept any responsibility for the performance of these parts carried out by third parties;

7.2.3 Guests may be required to accept additional terms and conditions, which may include exclusions or limitations of liability before commencing certain activities or embarking on certain travel;

7.2.4 Safekeeping of baggage and personal effects shall at all times remain at the Guest's risk and that COTTARS assumes no liability for lost or damaged baggage.



COTTAR'S

SAFARIS

EST. 1919

7.3 Cottars 1920s Camp and Bush Villa are covered by comprehensive public liability insurance policies related to running safari accommodation. COTTARS nor any person acting for, through or on behalf of COTTARS shall be liable or be responsible for loss or damage arising from late or non-confirmation or acceptance of bookings, loss or damage or cancellations caused by delays or for other reasons by third parties which are beyond our control.

The Guest hereby agrees to hold harmless COTTARS from, for and against all Claims, arising from or following or in any way connected to the following:

7.3.1 this agreement;

7.3.2 the Booking;

7.3.3 all and any statutory or strict liability;

7.3.5 all and any negligent acts (excluding gross negligence) or omissions of COTTARS;

7.3.6 all and any acts or omissions of any other party, including but not limited to Third Party Service Providers (not limited to negligent acts); or

7.3.7 all and any extraneous events including but not limited to rain, storm water, hail, lightning, fire, pandemics, riots and strikes.

(Note: The effect of this clause is that the Guest abandons any Claims that it may have against the COTTARS arising from, following or in any way connected to the items listed at clauses 8.3.1 to 8.3.7 (above).

7.4 The Guest hereby agrees to indemnify COTTARS from, for and against all Claims, which may be taken or made by a Third Party, arising from or following or in any way connected to the following:

7.4.1 this agreement;

7.4.2 the Booking;

7.4.3 the accommodation, Tour or any part thereof; or

7.4.4 the conduct of the Guest.

(Note: The effect of this clause is that if any Third Party makes or brings a Third Party Claim against COTTARS connected to this Agreement, the accommodation, Tour or any part thereof or the conduct of the Guest, the Guest will be responsible to pay to COTTARS the value of the Third Party Claim).

7.5 The Guest hereby agrees to indemnify COTTARS from, for and against any legal or other expenses which may be incurred as a result of and/or in consequence of any Third Party Claim arising from or following or in any way connected to this Agreement, the accommodation, Tour or any part thereof or the conduct of the Guest.



COTTAR'S

SAFARIS

EST. 1919

(Note: the effect of this clause is that if any Third Party makes or brings a Third Party Claim against COTTARS arising from or following or in any way connected to this agreement, the accommodation, Tour or any part thereof or the conduct of the Guest, in addition to being responsible to pay the value of the Third Party Claim, the Guest will be responsible to pay to COTTARS the cost of any legal or other expenses that may be incurred as a result of the Third Party Claim).

8. FORCE MAJEURE

8.1. If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under the Trading Terms for any cause beyond the reasonable control of that Party (including without limiting the generality of the foregoing: war, civil commotion, riot, insurrection, strikes, lock-outs, fire, explosion, floods, pandemics and acts of God), the Party so affected shall be relieved of its obligations hereunder during the period of that event and shall not be liable for any delay or failure in the performance of any obligations hereunder or for any loss or damages which the other Party may suffer due to or resulting from such delay or failure, provided that written notice of the inability to perform shall be given by the Party so affected within 48 (forty eight) hours of the occurrence constituting force majeure.

8.2. The Party invoking force majeure shall use its best endeavours to terminate the circumstances giving rise to force majeure and upon termination of these circumstances giving rise thereto, shall forthwith give written notice thereof to the other Party.

8.3 The Parties will use their best endeavours to find reasonable alternatives should force majeure be applicable and reasonable alternatives are not possible, the obligation shall be deferred until such time that force majeure is no longer applicable, or mutually agreeable on an alternative solution such as reimbursement of the costs of the safari.

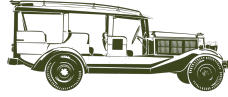
9. DISPUTE RESOLUTION

9.1. In the event of any dispute, controversy or claim (a "Dispute") as to the rights and obligations of the Parties or as to any other matter arising from or out of or that in any way is related to the trading terms, including any question as to its existence, validity or termination, the Parties shall attempt in good faith to resolve the Dispute between themselves.

9.2. If the Parties are unable to resolve a Dispute by mutual agreement within 14 (fourteen) days after the Dispute is first communicated in writing by any Party to the others, then the Dispute shall be submitted to and decided by arbitration in accordance with the Kenyan Laws governing arbitration proceedings within the Applicable Jurisdiction of Kenya.

9.3. The provisions of this clause shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process.

10. GENERAL



COTTAR'S

SAFARIS

EST. 1919

10.1. If any provision of the Trading Terms is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.2. Neither Party, nor trustee, provisional liquidator, liquidator, provisional judicial manager, or judicial manager of any Party, may, without the express written consent of the other Party, cede or delegate any of its rights and/ or obligations in terms of this Agreement except as provided for in clauses 15.1 and 15.2.

10.3. Each Party shall cooperate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purposes.

10.4. No failure by a Party to enforce any provision of the Trading Terms shall constitute a waiver of such provision or affect in any way a Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

10.5. The Guest acknowledges that, subject to Applicable Laws, COTTARS may electronically collect, store and use personal information, including the Guest's name/s, contact details, email addresses, IP addresses etc. for the purpose of carrying out any safari and, with the guests permission, for marketing purposes and will acknowledge that COTTARS may retain such personal information for as long as is necessary or legally required in order to render services of the safari or as may be required to comply with relevant statutory obligations under Applicable Laws.

10.6. Except to the extent of its own gross negligence, recklessness or wilful misconduct, COTTARS will not be responsible for any damages suffered by the Guest as a result of the transmission of confidential or other information disclosed to COTTARS through the Internet.

11. NOTICES AND ADDRESSES

11.1 NOTICES

Any notice, consent, approval or other communication in connection with this agreement ("Notice") will be in writing in English.

11.2 ADDRESSES

11.2.1 Each Party chooses the physical address and/or email address corresponding to its name below as the address to which any Notice must be sent.

Physical address:
60 Forest Lane
Karen
Nairobi
00100
Kenya



Email address: coo@cottars.com

Marked for the attention of: The Chief Operating Officer

11.2.2. Any Notice takes effect when received by the recipient (or on any later date specified in the Notice) and, unless the contrary is proved, is deemed to be received:

- on the day of delivery, if delivered by hand to a responsible person at the recipient's physical address in clause 11.2.1. If delivery is not on a Business Day, or is after ordinary business hours on a Business Day, the Notice shall be deemed to have been received on the Business Day after the date of delivery; and
- on the first Business Day after the date of transmission, if sent by email to the recipient's email address in clause 11.2.1

Despite anything to the contrary in this agreement, a Notice actually received by a Party is effective even though it was not sent, or delivered, or sent and delivered to its address in clause 12.2.1.

11.3 Service of Legal process:

- 11.3.1 Each Party chooses its physical address referred to in clause 11.2.1 as its address at which legal process and other documents in legal proceedings in connection with this agreement may be served.
- 11.3.2 Any Party may by Notice to the other Party change its address at which legal process and other documents in legal proceedings in connection with this agreement may be served to another physical address provided that the new physical address is situated in the Country of incorporation/registration of the relevant COTTARS legal entity through which the accommodation are Booked.

11. COSTS

All and any costs incurred by either Party arising out of or in connection with a breach of any of the provisions of the trading terms by the other Party, including but not limited to legal costs on the attorney and own client scale, shall be borne by the Party in breach.

13. SEVERABILITY

13.1 All provisions of this agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.

13.2 Any provision of this agreement which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this agreement shall remain of full force and effect.

13.3 The Parties declare that it is their intention that this agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

14. CESSION



COTTAR'S

SAFARIS

EST. 1919

14.1 COTTARS shall be entitled, without the consent of the Guest and or agent, to cede, delegate or assign all or any of its rights and/or obligations under this agreement to any affiliate within the Cottars Group of Companies ("the Cessionary"), or a nominee elected by Cottars.

14.2 On any cession, assignment and/or delegation taking place in terms of clause

14.1, the Guest and or agent shall, if so required by any Cessionary, make all payments to such Cessionary.

14.3 The Guest and or Agent shall not, without the written consent of COTTARS, be entitled to cede, assign, delegate or otherwise transfer any of its rights or obligations under this agreement to any third party.

15. ENTIRE AGREEMENT

15.1 Save for where expressly provided herein, the covering letter and agreement, read with the confirmation of acceptance of each provisional booking, any rights conferred on COTTARS by the Guest in other documents, contains the entire agreement between the Parties.

15.2 COTTARS shall not be bound by any representation, warranties, undertakings, promises or the like (whether or not made by COTTARS, its companies or servants) which are not recorded therein.

15.3 Subject to the provisions of this agreement, no alternation, variation or cancellation by agreement of, amendment or addition to, or deletion from this agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

16. JURISDICTION AND GOVERNING LAW

16.1 Subject to the provisions of clause 10 above, the Parties unconditionally consent to the relevant court(s) within the Applicable Jurisdiction having the authority to preside over any matter(s) / dispute(s) arising from this agreement.

16.2 The terms and conditions of this agreement shall be governed by, and shall be construed in accordance with the Laws of the Applicable Jurisdiction.

Please sign this page for acknowledgement of our terms and conditions and then return to us for the rates to be valid.

Signed on behalf of: GUEST/AGENT



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SAFARIS

EST. 1919

Signature & Company Stamp

Name & Designation:

Company Name:

Email Address:

DATE: