

Terms of Business

Background:

ITHQ Ltd is providing services to the Client upon the terms set out in these Terms of Business (along with Schedule A and B) and any associated Statement of Work.

1. Interpretation

1.1. Definitions

In this Agreement, the words and expressions set out below will, unless the context otherwise requires, have the following meanings:

"Agreement" means these Terms of Business and any associated Statements of Work;

"Business Day" means any day other than a Saturday, a Sunday, or a public holiday in the area where the principal place of business of the parties is located;

"Charges" means the charges for the Services as set out in each Statement of Work;

"Client" means the individual, Company or Group entering into a Contract with ITHQ for the provision of Services;

"Commencement Date" means the date of this Agreement;

"Confidential Information" means all information which is imparted or obtained under or in connection with this Agreement before or after the Commencement Date in confidence (whether in writing, verbally or by other means and whether directly or indirectly) or is of a confidential nature, relating to the business or prospective business, current or projected plans or internal affairs of either of the parties, including in particular, but not limited to, the terms of this Agreement all know-how,

trade secrets, products, operations, processes, product information and unpublished information relating to either party's Intellectual Property Rights, and any other commercial, financial or technical information relating to the business or prospective business of either of the parties;

"Consultant(s)" means consultant (as applicable in the circumstances) personnel or sub-contractors of ITHQ who will be providing the Services to Client under this Agreement and any relevant Statement of Work;

"Data" means all data and information received or processed by ITHQ from or on behalf of Client in performing the Services;

"Employees" the employees of ITHQ and its agents

"Intellectual Property Rights" any current and future intellectual property rights, including:

- copyrights, trademarks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how including commercial know-how, design rights, patents, utility models, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights; and
- all intangible rights and privileges of a nature similar, analogous or allied to any of the above.

- in every case in any part of the world and
- all granted registrations and all applications for registration; - all renewals, reversions or extensions;
- all forms of protection of a similar nature which may subsist anywhere in the world;

"Services" the services provided by ITHQ to Client as set out in each Statement of Work;

"Service Level Agreement" means the Service Level Agreement (if any), appended to a Statement of Work, setting out the required performance for the Services pursuant to that particular Statement of Work;

"Service Levels" means the level of performance to be attained in respect of the provision of the Services as set out under the relevant Service Level Agreement;

"Statement of Work" will take the meaning as defined in Clause 3;

"ITHQ" means ITHQ Ltd (company number 12269978) whose registered office is at 6 Aldermoor Ave, Storrington, RH20 4PT

"VAT" value added tax pursuant to either the Value Added Tax Act 1994 or the EU Sixth Directive 77/388 or any analogous law in any other jurisdiction;

1.2. In this Agreement, unless the context requires otherwise:

(a) any act or regulation, will be construed as referring also to any amendment or re-enactment of such act or regulation (whether before or after the date of this Agreement);

(b) references to any party will, where relevant, be deemed to be references to or include, as appropriate, their lawful successors, assigns and transferees,

(c) use of the singular is deemed to include the plural;

(d) the headings will not affect interpretation;

(e) references to a "month" are to a calendar month, unless otherwise stated; and

(f) reference to a Clause or Schedule, unless the context otherwise requires, is a reference to a Clause of, or Schedule to, this Agreement.

2. Overview

2.1. ITHQ will carry out the Services for Client in accordance with the agreed Statement of Work and the Terms of Business which together will be referred to as this Agreement.

2.2. Each party will provide the other party with all information reasonably requested by that other party, so that the other party can perform its obligations under this Agreement.

2.3. ITHQ acknowledges that there is no guaranteed minimum amount of work to be referred to ITHQ by Client under this Agreement.

3. Statement of Works

3.1. Each Statement of Work will include all or some of the following:

(a) a reference to these Terms of Business and such reference shall be deemed to incorporate all applicable provisions of these Terms of Business;

(b) the date of the Statement of Work and the dates upon which ITHQ will provide Services to Client;

(c) a description of the Services to be so provided, including the location at which such Services are to be provided;

(d) a description of the responsibilities of each party in respect of the Services;

(e) the name of the project manager of each party;

(f) the Charges payable;

(g) any additional provisions applicable to the Services.

3.2. No Services shall be carried out by ITHQ unless both parties have agreed a Statement of Work in writing.

3.3. A Statement of Work may be terminated provided notice of 2 working days has been given and provided no Services have been provided. If the provision of Services has started, then ITHQ will calculate an amount for the work carried out and / or booked resources that cannot be reassigned and invoice the Client accordingly.

3.4. If ITHQ shall undertake any work at Client's request which is not the subject of a Statement of Work then, unless the parties otherwise agree in writing, the provisions of these Terms of Business shall apply to such work (so far as the same are capable of applying) and if no fee is agreed for such work ITHQ shall be paid on a quantum meruit basis at the ITHQ rate card.

4. Provision of the Services

4.1. ITHQ shall, in accordance with the terms and conditions of this Agreement:

- (a)** from the Commencement Date of each Statement of Work provide the Services in accordance with the terms of this Agreement;
- (b)** implement and maintain appropriate security procedures to prevent the unauthorised disclosure, destruction, damage, loss or alteration of Data;
- (c)** be responsible for complying with any applicable laws, statutes, regulations and codes of practice, relating to the provision of the Services and all of its other obligations under this Agreement;
- (d)** comply with all reasonable and lawful policies and procedures of Client.

4.2. In the event that Client should require Consultant(s) to work overtime after the end of any Business Day or on a weekend or bank holiday, Client should agree this in advance.

4.3. In respect of overtime Client shall pay ITHQ the hourly Charges at time and a half in respect of evening and Saturday overtime and double time in respect of Sunday and Bank Holiday overtime. Client shall also reimburse ITHQ in respect of any reasonable expenses incurred by ITHQ or its Consultant(s) as a result of Consultant(s)' having to work such overtime.

4.4. In addition to its obligations set out elsewhere in this Agreement the Client shall:

- (a)** upon request of ITHQ, make available to ITHQ such office and technology facilities as may be necessary for ITHQ to perform any Services under this Agreement;
- (b)** ensure that its employees and any sub-contractors and other independent contractors co-operate fully with ITHQ in relation to the provision of the Services and that such employees and any such sub-contractors will be qualified to carry out any tasks which they may be assigned in relation to any Project;
- (c)** promptly furnish ITHQ with such information and documents as ITHQ may reasonably require for the proper performance of the Services under this Agreement and be responsible for ensuring that such information is true, accurate, complete and not misleading in any material respect;
- (d)** obtain all third party consents, licenses and rights reasonably required in order to allow ITHQ to perform the Services and be responsible for complying with any applicable laws, statutes, regulations and

codes of practice, relating to the Client in connection with the Services and all of its other obligations under this Agreement; and

(e) put in place adequate security and virus checking procedures in relation to any computer facilities to which it provides ITHQ with access.

4.6. Client undertakes to ITHQ to provide ITHQ promptly with any information which ITHQ may reasonably require from time to time to enable ITHQ to proceed with the performance of the Contract without undue delay or impediment.

4.7. If ITHQ is prevented or delayed from performing its obligations under this Agreement by reason of any act or omission of Client (other than a delay by Client for which Client is excused under Clause 11) then Client will pay to ITHQ all reasonable costs, charges and losses sustained.

4.8. Should Client fail to perform any of its obligations under this Agreement or fail to provide data and/or information required by ITHQ in order for ITHQ to provide the Services, or should Client provide ITHQ with data and/or information which is inaccurate and/or incomplete, then ITHQ will not be responsible for any delay, cost increase or other consequences arising from such failure. In the event that any failure to perform on the part of Client in accordance with this Clause causes ITHQ to suffer any loss and/or damage or incur additional expense, Client shall reimburse ITHQ in full in respect of the same. Any further additional costs or expenses will be agreed between the parties and will become the subject of a new Statement of Work.

5. Data Protection

5.1. The terms “personal data”, “data”, “data subject” and “processing” shall have the meanings ascribed to them in the Data Protection Act 2018.

5.2. Each party shall comply with any data protection, privacy or similar laws anywhere in the world (“Data Protection Laws”), including, the Data Protection Act 2018, that apply in relation to any personal data processed in connection with this Agreement (“Protected Data”), and render such assistance and co-operation as is reasonably necessary or reasonably requested by the other party.

5.3. Without prejudice to the generality of this Clause in respect of Protected Data disclosed to ITHQ (if any) in connection with this Agreement (and whether disclosed by Client, data subjects or otherwise), ITHQ shall ensure that it only processes such Protected Data for purposes notified to it by Client and/or the relevant data subjects.

5.4. ITHQ will take all steps required and communicated in writing to ITHQ by Client that Client reasonably considers are necessary in order to comply with Client’s own obligations under Data Protection Laws.

6. Intellectual Property Rights

6.1. In respect of any Intellectual Property Rights owned by a party as at the Commencement Date, that party shall continue to own such Intellectual Property Rights.

6.2 ITHQ shall retain all copyright and other intellectual property rights in everything developed before and during the course of the provision of the Services,

including rights in all reports, written advice or other materials provided by ITHQ.

6.3 Upon payment of the fees for the delivery of the Services, ITHQ will grant a licence to use these materials for the purposes for which they were created

7. Term and Termination

7.1. This Agreement shall take effect from the Commencement Date and shall continue until completion of the Services along with full payment of Charges.

7.2. Either party may terminate this Agreement by written notice to the other with immediate effect:

(a) in the event that the other party has a receiver or administrative receiver appointed over it or any part of its undertaking or assets or shall pass a resolution for winding up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if that other party shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or shall cease to carry on business, or anything analogous in any jurisdiction in which that other party is located;

(b) if the other party is in material breach of this Agreement and the breach is not capable of remedy;

(c) if the other party is in material breach of this Agreement and the breach is capable of remedy and the breaching party shall have failed to remedy the breach within thirty (30) days of written notice from non-breaching party specifying the breach and requiring its remedy;

7.3. Upon termination or expiry of this Agreement:

(a) all rights and obligations of the parties under this Agreement shall automatically terminate except:

i. for such rights of action as shall have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination;

ii. that, in the event that this Agreement has been terminated by notice given by ITHQ pursuant to Clause 7.1, ITHQ shall, at the request of Client, complete any work to be performed under any existing Statement of Work and to that extent and for that purpose the provisions of this Agreement shall continue in effect until the Services under such Statement of Work has been completed.

(b) Client shall pay ITHQ for all unpaid fees and reimbursable expenses accrued up to the date of termination;

(c) Both parties shall return or destroy (at the other's option) and without taking copies, all information, analyses, compilations, notes, slides, memoranda or other documents prepared by or for that party or any of that party's professional advisers to the extent that such items derive from or contain Confidential Information of the other party;

8. Charges

8.1. In consideration of the services rendered by ITHQ to Client pursuant to each Statement of Work, Client will pay ITHQ the Charges as set out below. The amounts set out in each Statement of Work are exclusive of any applicable VAT that shall additionally be paid by Client if applicable.

8.2. Unless otherwise agreed in a Statement of Work, Charges shall accrue monthly and ITHQ shall render monthly invoices to Client in respect of the same.

8.3. All Charges payable by Client shall be paid to ITHQ within thirty (30) days of the date of the invoice in respect of the same.

8.4. Client shall reimburse to ITHQ (on production of receipts in respect of the same) all reasonable and proper expenses incurred by ITHQ in connection with his duties under this Agreement.

8.5. Nothing in this Agreement shall entitle Client to withhold or delay any payment due to ITHQ after the date upon which it falls due or in any way prejudice or affect ITHQ's rights in relation to this non-payment.

8.6. If payment is not made by Client to ITHQ by the due date in respect of such payment ITHQ reserves the right without prejudice to any other remedy which it may have either under this Agreement or in law, to charge daily interest on the outstanding balance at the rate of four per cent (4%) per annum above the Bank of England Base Rate or the prevailing rate pursuant to statute to the date of actual payment (both dates inclusive) and to either cancel this Agreement between Client and ITHQ and/or cease or suspend delivery of the Services until payment in respect of the same shall have been received by ITHQ in full.

8.9. All payments must be made to ITHQ by Client in full without deduction or set-off of any kind.

9. Indemnities and Liability

9.1. Either party shall indemnify the other party and keep the other party fully and effectively indemnified on demand against

any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this Agreement by itself, its employees, agents or sub-contractors.

9.2. Except in respect of injury to or death of any person or any other liability which cannot be limited or excluded by law (for which no limit applies), the maximum liability of either party to the other, whether under Clause 9.1, in contract, negligence or other torts or otherwise arising out of or in connection with the provision of services under this Agreement, in aggregate shall not exceed £1,000,000.

9.4. Notwithstanding anything else contained in this Agreement ITHQ shall not be liable to Client for loss of data, profit, goodwill or business opportunity or contracts, or other special, indirect or consequential loss whether arising from negligence, breach of contract or howsoever caused.

9.5 Both parties agree that in the interest of limiting the personal liability and exposure to litigation of our staff members, neither party will bring any claim in respect of any loss against any staff members personally. This will not limit or exclude the liability of each party for the acts or omissions of its staff members. This exclusion shall not apply to fraud.

10. Confidentiality

10.1. Each party undertakes to the other that during the term of the contract as defined in 7.1 and thereafter for a period of three (3) years, it will keep secret and will not without the prior written consent of that other party disclose to any third party except for a party's legal and professional advisors any Confidential Information

learned by the recipient party or disclosed to the recipient party by another party pursuant to or otherwise in connection with this Agreement, except where any Confidential Information:

- (a) comes into the public domain otherwise than through unauthorised disclosure by ITHQ or anyone on its behalf;
- (b) is already known to the recipient party prior to the commencement of the Services;
- (c) is independently developed by the recipient party;
- (d) is lawfully acquired from a third party who owes no duty of confidence to the disclosing party; or
- (e) is required by any court of competent jurisdiction or by a governmental or regulatory authority to be disclosed or where there is a legal right, duty or requirement to disclose, provided that where possible and without breaching any such requirements two (2) days' notice are given to the disclosing party of any such disclosure.

10.2. To the extent that it is necessary to implement the provisions of this Agreement the recipient party may disclose Confidential Information to its employees and/or sub-contractors as may reasonably be necessary provided that the recipient party will:

- (a) before disclosure, make such employees and/or sub-contractors aware of their obligations of confidentiality under this Agreement;
- (b) at all times take all reasonable steps to procure compliance with such obligations of confidentiality; and
- (c) if requested by the disclosing party, procure named employees to execute a

confidentiality agreement directly in favour of the disclosing party.

10.3. The provisions of this Clause shall survive the termination of this Agreement.

11. Force Majeure

11.1. Force Majeure includes acts of God, war, acts by governments and regulators, acts of terrorism, accident, explosion, fire, flood, storm, civil disturbance, delay in delivery or non-delivery by ITHQs of the delaying party, breakdowns or accidents to machinery, labour strikes or dispute, or any other event or any circumstances whatsoever beyond the reasonable control of the delaying party.

11.2 Neither party will be liable for any delays or failures in performance or breach of contract due to Force Majeure.

12. Non solicitation of employees

12.1. The Client undertakes not to solicit, or endeavour to solicit (whether for yourself or for a third party) in any way the services of any staff member with whom you have had dealings in connection with the Services both during the term of the Services and for a period of 12 months after termination or expiration of this Agreement.

12.2. Should you breach the terms of this undertaking and employ or engage a staff member (without our prior consent), we reserve the right to charge you a fee of 50% of the staff members' annual earnings.

13. Dispute Resolution

13.1. All disputes between the parties arising out of or relating to this Agreement shall be referred, by either party, to their nominated Dispute Manager for resolution.

13.2. If any dispute has not been resolved by the Dispute Managers within a maximum of fourteen (14) days after it has been referred under Clause 13.1, that dispute shall be referred to an independent arbitrator to be nominated by the English Law Society who will make a ruling on the dispute which both parties to this agreement agree to be bound by.

13.3 In the event that there is no resolution of the dispute under 13.2, then either party shall be free to commence court proceedings under the exclusive jurisdiction of the English Courts.

14. General Terms

14.1. This Agreement constitutes the whole agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to the subject matter of this Agreement.

14.2. Both parties warrant that they have the power to enter into and to execute, deliver and perform the obligations contained in this Agreement; and that neither party has been induced to enter into this Agreement by any prior representations or warranties, whether oral or in writing, except as specifically contained in this Agreement. Both parties hereby irrevocably and unconditionally waive any right that they may have to claim damages for any misrepresentation not contained in this Agreement or for breach of any warranty not contained herein (unless such misrepresentation or warranty was made fraudulently and was relied upon) and/or to rescind this Agreement.

14.3. If any provision of this Agreement is declared invalid or unenforceable by any

court or authority of competent jurisdiction all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired; and the parties will meet to agree a replacement provision which is as close as is legally permissible to the provision found invalid, or unenforceable.

14.4. Any failure or delay in enforcing an obligation or exercising a right, under this Agreement, does not amount to a waiver of that obligation or right. The waiver of a breach of a term of this Agreement does not amount to a waiver of any other term.

14.5. No remedy conferred by any provisions of this Agreement is intended to be exclusive of any other remedy and each and every such remedy will be cumulative.

14.6. ITHQ is an independent contractor of Client and nothing in this Agreement will be construed as to deem ITHQ, or Consultants to be an employee, servant, partner or joint venture of Client.

14.7. Both parties to this contract will not assign, transfer, charge or otherwise deal with its rights or obligations under this Agreement or attempt to do any of the above without the prior written consent of the other party.

14.8. In the event of any conflict or inconsistency between the various documents forming part of this Agreement the following order of precedence shall apply:

- (a)** the Statement of Works;
- (b)** the Clauses of the Terms of Business;

14.9. A Notice will be deemed to have been served if it is issued in writing (a "Notice") and:

- (a)** if personally delivered, at the time of delivery;

(b) if posted, two (2) Business Days after 1st class posting;

(c) if sent by email, on automatic return delivery receipt of the email to the sender, whether or not read or opened by the party receiving the Notice.

14.10. No amendment to this Agreement will be effective unless made in writing and signed by the parties or their duly authorised representatives.

14.11. The parties agree that the Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. No term of this Agreement will be enforceable by any person who is not a party to it (whether in accordance with that Act or otherwise) and this Clause will prevail in the event of any conflict between it and anything else in this Agreement.

14.12. This Agreement will be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

Schedule A – Additional Terms and Conditions for the procurement of equipment, software, vendor licences or maintenance agreements (Equipment)

1. Delivery of Equipment

1.1. ITHQ shall deliver the Equipment (if any) to the Location.

1.2. Whilst ITHQ shall endeavour to deliver the Equipment to Client on the delivery date agreed. Client hereby acknowledges that such delivery date is only an approximate date and the time of delivery of the Equipment shall not be of the essence of this Contract and ITHQ will not accept any liability if any delivery date is not met. Failure by ITHQ to deliver on the delivery date stated shall not be sufficient cause for Client to terminate this Contract.

1.3. In circumstances where ITHQ has agreed to deliver the Equipment to Client in instalments, any delay in delivering one or more of such instalments shall not entitle Client to refuse to accept any remaining instalments.

1.4. Client shall not refuse to accept delivery of any Equipment due to any shortage or defect in any other delivery.

2. Shortages, Damaged Equipment, Non-Delivery and Return of Equipment

2.1. Subject to Clause 2.2 below, if the Equipment or any part thereof is damaged or missing upon delivery to Client, ITHQ will, at its sole option, either replace such Equipment or such part thereof or refund Client the applicable amount in respect of the same. Such replacement or refund shall be ITHQ's sole liability to Client in such respect.

2.2. In no circumstances shall ITHQ be liable to Client to replace or refund Client in accordance with Clause 2.1 above:

(a) in respect of any shortages or damaged Equipment unless the Equipment is inspected by Client on arrival in the presence of the carrier or the Consultant (as applicable). If on such inspection any Equipment is damaged or missing the consignment note must be endorsed by Client accordingly and Client shall notify ITHQ in writing of any such damage or missing Equipment, attaching a copy of the endorsed consignment note, within 48 hours of such Delivery.

(b) in respect of the non-Delivery of a whole consignment of the Equipment unless Client informs ITHQ in writing in respect of the same within ten (10) days of the date of the invoice received by Client in respect of such non-Delivered Equipment.

2.3. In the event that ITHQ receives written notice from Client in accordance with Clause 2.2 above, ITHQ shall confirm to Client in writing, receipt of the same within five (5) days from the date upon which it received Client's notification.

2.4. In the absence of the receipt by ITHQ of any written notification from Client in accordance with Clause 2.2 above, Client shall be deemed to have accepted the Equipment.

2.5. Client shall not be entitled to return the Equipment or any part thereof to ITHQ for credit unless previously confirmed by ITHQ to Client in writing.

3. Title and Risk

3.1. Title shall not pass to the Client until payment in full is received for any Equipment provided by ITHQ to the Client under this Contract.

3.2. Until such time as title in the Equipment passes to Client in accordance with Clause 3.1, the Client hereby agrees to insurance store the Equipment safely on its premises.

3.3. The Client shall not remove the Equipment or any part of it, from England and/or Wales (as appropriate) for any purpose whatsoever until such time as payment in full has been made.

3.4. The Client's right to possession of the Equipment shall cease if it does anything which would entitle a receiver to take possession of any assets of Client or which would entitle a receiver to take possession of any such assets or which would entitle any person to present a petition for winding up. In such circumstances the Client hereby irrevocably licenses ITHQ to enter onto Client's premises or any other premises where the Equipment are stored or upon any premises where ITHQ reasonably believes such Equipment to be stored, for the purpose of recovery of its Equipment and ITHQ may repossess the same.

4. Warranties

4.1. Any Equipment will be subject to the manufacturer's warranty, details of which will be included by the manufacturer along with the operating manual with the Equipment. Client may obtain further warranty cover by purchasing an extended warranty and/or an advanced product replacement guarantee where available from the manufacturer of the Equipment. The Client will be responsible for ascertaining the terms of such guarantee and/or warranty and ensuring that any conditions in respect of the same are complied with in full.

4.2. ITHQ is happy to provide assistance to Client in dealings with the manufacturer in this respect but accepts no liability in respect of any defect or breakdown of Equipment.

4.3. ITHQ does not give any warranty that the Equipment is fit for any particular purpose.

4.4. The express terms of this Clause 4 are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

Schedule B – Additional Terms and Conditions for Service Levels and Performance

1. Service Levels and Performance

1.1. ITHQ shall perform the Services set out in a Statement of Work in accordance with the Service Level Agreement (if any) set out in the relevant Statement of Work.

1.2. If ITHQ fails to meet the Service Levels, Service Credits may apply if such regime is agreed as part of the Statement of Work.

1.3. ITHQ shall not be liable for any failure to achieve the required Service Levels and shall not incur Service Credits to the extent that such failure results from:

- (a) a breach by Client of any of its obligations under these Terms of Business;
- (b) a failure attributable solely to communication links between ITHQ and Client; or
- (c) an event of Force Majeure.

1.4. Without prejudice to any other right or remedy of Client under these Terms of Business, if ITHQ fails to meet any of the Service Level Commitments or fails to meet any of its obligations under these Terms of Business, ITHQ will use all reasonable commercial endeavours to remedy such failures, which will include:

- (a) immediately investigating the cause of the failure or problem and discussing investigation results with Client;
- (b) taking necessary remedial measures and continuing to do so until the failure or problem has been rectified or a mutually agreed solution has been provided; and
- (c) regularly advising Client of the status of all remedial efforts.

1.5. In the event that the failure to achieve the required Service Levels is only partially the result of any matter falling within

Clause 1.3 the actual performance of ITHQ in relation to the required Service Levels shall be adjusted to such levels as the parties agree would have been achieved, but for the impact of such matters. In the event that the parties are unable to agree upon the appropriate adjustment, the matter shall be referred to an expert for determination pursuant to Clause 13.

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