

# Fordway's Standard Terms and Conditions for Goods and Services

## 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

<b>"Business Day";</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>"Business Hours";</b>	the period from 9.00 am to 5.00 pm on any Business Day.
<b>"Commencement Date";</b>	has the meaning given in "clause 2.2".
<b>"Conditions";</b>	these terms and conditions as amended from time to time in accordance with clause 17.8.
<b>"Contract";</b>	the contract between Fordway and the Customer for the supply of Goods or Services or Goods and Services in accordance with these Conditions.
<b>"Customer";</b>	the person or firm who purchases the Goods or Services or Goods and Services from Fordway.
<b>"Deliverables";</b>	Documents, drawings, diagrams, tape, any device containing data in any form, materials and any data or other information provided by Fordway for the Customer and includes deliverables set out in the Order.
<b>"Delivery Location";</b>	has the meaning given in clause 4.1.
<b>"Force Majeure Event";</b>	has the meaning given to it in clause 16.
<b>"Goods";</b>	the goods (or any part of them) set out in the Order.
<b>"Goods Specification";</b>	any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and Fordway and set out in the Order.
<b>"Intellectual Property Rights";</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and

rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

<b>"Order";</b>	the Customer's order for the supply of Goods and/or Services as set out in the Customer's purchase order form or the Customer's written acceptance of Fordway's quotation.
<b>"Services";</b>	the services, including the Deliverables, supplied by Fordway to the Customer as set out in an Order.
<b>"Fordway";</b>	Means Fordway of Services in this Contract that is FORDWAY SOLUTIONS LIMITED registered in England and Wales with company number 0264020 and registered office is at Charterhouse Suite, Ground Floor, Mill Pool House, Mill Lane, Godalming, Surrey, GU7 1EY.
<b>"Fordway Materials";</b>	means all materials, equipment, documents and other property of Fordway.
<b>"UK GDPR";</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

(b) Interpretation:

- (i) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (ii) A reference to a party includes its successors and permitted assigns.
- (iii) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (iv) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (v) A reference to **writing** or **written** includes email.

## 2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Fordway issues written acceptance of the Order by email at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Fordway for Goods and/or Services contained in Fordway's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.

- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by Fordway shall not constitute an offer, and is only valid for a period of 30 days from its date of issue, except Fordway may review the quotation during its validity period in the event of a change of specification or price of Goods by a vendor or manufacturer.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### **3. Goods**

- 3.1 The Good's description and the Good Specifications are set out in Fordway's quotation.
- 3.2 Fordway reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and Fordway shall notify the Customer in any such event.

### **4. Delivery of Goods**

- 4.1 Fordway shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after Fordway notifies the Customer that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Fordway shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Fordway with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If Fordway fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Fordway shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Fordway with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

### **5. Warranty**

- 5.1 Where Fordway supplies in connection with the provision of the Service, Goods or Deliverables any goods or Deliverables supplied by a third party, Fordway does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall where possible assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Fordway.

## **6. Title and risk**

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until Fordway receives payment in full (in cash or cleared funds) for the Goods.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Fordway's property, not remove, deface or obscure any identifying mark or packaging on or relating to the Goods and maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Fordway's behalf.

## **7. Supply of Services**

- 7.1 Fordway shall supply the Services to the Customer in accordance with these Terms and Conditions. These Terms and Conditions supersede and override any terms and conditions of the Customer unless a Framework Agreement was signed by the parties after an Order was made in relation to and including the Services.
- 7.2 Fordway shall use all reasonable endeavours to meet any performance dates for the Services specified in an Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Fordway reserves the right to amend the Service if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Service, and Fordway shall notify the Customer in any such event.
- 7.4 Fordway warrants to the Customer that the Services will be provided using reasonable care and skill.

## **8. Customer's obligations**

- 8.1 The Customer shall:
  - 8.1.1 ensure that the terms of the Order and any information it provides are complete and accurate;
  - 8.1.2 co-operate with Fordway in all matters relating to the Services;
  - 8.1.3 provide Fordway, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Fordway to provide the Services;
  - 8.1.4 provide Fordway with such information and materials as Fordway may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - 8.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

- 8.1.6 comply with all applicable laws, including health and safety laws.
- 8.2 If Fordway's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 8.2.1 without limiting or affecting any other right or remedy available to it, Fordway shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Fordway's performance of any of its obligations;
- 8.2.2 Fordway shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Fordway's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- 8.2.3 the Customer shall reimburse Fordway on written demand for any costs or losses sustained or incurred by Fordway arising directly or indirectly from the Customer Default.

## **9. Charges and payment**

- 9.1 The price for Goods:
- 9.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in Fordway's published price list as at the date of delivery; and
- 9.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer, where applicable.
- 9.2 The charges for Services shall be the price set out in the Order or, if no price is quoted, the price calculated on a time and materials basis in accordance with Fordway's daily fee rates, as set out in its Rate Card at the date of the Contract.
- 9.3 Fordway shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Fordway engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Fordway for the performance of the Services, and for the cost of any materials.
- 9.4 Fordway reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Fordway that is due to:
- 9.4.1.1 any factor beyond the control of Fordway (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 9.4.1.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

- 9.4.1.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Fordway adequate or accurate information or instructions in respect of the Goods.
- 9.5 In respect of Goods, Fordway shall invoice the Customer as set out in the Order, failing which on or at any time after completion of delivery. In respect of Services, Fordway shall invoice the Customer as set out in the Order, failing which monthly in arrear.
- 9.6 The Customer shall pay each invoice submitted by Fordway:
- 9.6.1 within 30 days of the date of the invoice; and
- 9.6.2 in full and in cleared funds to a bank account nominated in writing by Fordway, and
- time for payment shall be of the essence of the Contract.
- 9.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by Fordway to the Customer, the Customer shall, on receipt of a valid VAT invoice from Fordway, pay to Fordway such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.8 If the Customer fails to make a payment due to Fordway under the Contract by the due date, then, without limiting Fordway's remedies under clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.8 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 9.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **10. Intellectual property rights**

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services including in any Deliverables (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Fordway or its licensors.
- 10.2 Fordway grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.
- 10.4 The Customer grants Fordway a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to

Fordway for the term of the Contract for the purpose of providing the Services to the Customer.

## **11. Data protection**

11.1 The following definitions apply in this clause 11:

11.1.1 **"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures"**: as defined in the Data Protection Legislation.

11.1.2 **"Data Protection Legislation"**: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].

11.1.3 **Domestic Law**: the law of the United Kingdom or a part of the United Kingdom.

11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

11.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Fordway is the Processor. Schedule 1 sets out the scope, nature and purpose of processing by Fordway, the duration of the processing and the types of Personal Data and categories of Data Subject.

11.4 Without prejudice to the generality of clause 11.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Fordway and/or lawful collection of the Personal Data by Fordway on behalf of the Customer for the duration and purposes of the Contract.

11.5 Without prejudice to the generality of clause 11.2, Fordway shall, in relation to any Personal Data processed in connection with the performance by Fordway of its obligations under the Contract:

11.5.1 process that Personal Data only on the documented written instructions of the Customer unless Fordway is required by Domestic Law to otherwise process that Personal Data. Where Fordway is relying on Domestic Law as the basis for processing Personal Data, Fordway shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits Fordway from so notifying the Customer;

11.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental

loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 11.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - 11.5.4 not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
    - 11.5.4.1 the Customer or Fordway has provided appropriate safeguards in relation to the transfer;
    - 11.5.4.2 the Data Subject has enforceable rights and effective legal remedies;
    - 11.5.4.3 Fordway complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - 11.5.4.4 Fordway complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
  - 11.5.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 11.5.6 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
  - 11.5.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
  - 11.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 11.
- 11.6 The Customer consents to Fordway appointing third-party processors of Personal Data under the Contract. Fordway confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case which Fordway confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As



between the Customer and Fordway, Fordway shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.6.

- 11.7 Either party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

## **12. Confidentiality**

- 12.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or Fordway's of the other party, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
  - 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## **13. Limitation of liability**

- 13.1 References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 13.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and defective products under the Consumer Protection Act 1987.
- 13.4 Subject to clause 13.2 and clause 13.3, Fordway's total liability to the Customer in respect any claims arising from an Order shall not exceed the value of that Order.
- 13.5 The following types of loss are wholly excluded: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of

software, data or information, loss of or damage to goodwill and indirect or consequential loss.

13.6 To the extent legally permissible, the terms implied by statute including the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.7 This clause 13 shall survive termination of the Contract.

#### **14. Termination**

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

14.1.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty days after being notified in writing to do so;

14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

14.2 Without affecting any other right or remedy available to it, Fordway may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

14.3 Without affecting any other right or remedy available to it, Fordway may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Fordway if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.3, or Fordway reasonably believes that the Customer is about to become subject to any of them.

#### **15. Consequences of termination**

15.1 On termination of the Contract:

15.1.1 the Customer shall immediately pay to Fordway all of Fordway's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, Fordway shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- 15.1.2 the Customer shall return all of Fordway Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then Fordway may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

## **16. Force majeure**

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for twelve weeks, the party not affected may terminate the Contract by giving thirty days' written notice to the affected party.

## **17. General**

### **17.1 Assignment and other dealings**

- 17.1.1 Fordway may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Fordway.

### **17.2 Notices.**

Any notice given under this Contract shall be in writing and shall be delivered or sent by pre-paid registered post to the address of the relevant party as set out in the Order, or to each party's email address or to such address within the United Kingdom as subsequently notified to the other party/ies pursuant to this clause. In the case of post, the notice shall be deemed to have been received 48 hours after it was posted, and in the case of email, at the time of transmission, or if this time falls outside Business Hours when received, when Business Hours resume.

- 17.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good

faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

17.4 **Waiver.**

17.4.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

17.6 **Entire agreement.**

The Contract constitutes the entire agreement between the parties.

17.7 **Third party rights.**

17.7.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

17.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

## **Schedule 1 – Data Processing**

### **Scope, nature and purpose of processing**

For purposes of providing Goods and Services in accordance with this Contract

### **Duration of the processing**

For the duration of providing the Goods and Services

### **Types of Personal Data**

Names, email addresses of employees of the Customer involved in the performance of the Contract

### **Categories of Data Subject**

Employees of the Customer