

## 25. DATA PROTECTION

25.1 R H Logistics shall throughout the term of this Contract comply with the provisions of the Data Protection Act 1998 ('DPA 1998') or any subsequent amendment thereto now known as the General Data Protection Regulations (GDPR) and shall ensure that its agents and employees are trained in and comply with the GDPR principles set out in the above Act in their performance of the Services.

25.2 R H Logistics shall:

25.2.1 Process the Personal Data only in accordance with instructions from CUSTOMER (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by CUSTOMER to R H Logistics during the Term);

25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

25.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

25.2.4 take reasonable steps to ensure the reliability of any R H Logistics Personnel who have access to the Personal Data;

25.2.5 ensure that all R H Logistics Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 20;

25.2.6 ensure that none of R H Logistics Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by CUSTOMER;

25.2.7 permit CUSTOMER or CUSTOMER Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect R H Logistics' data Processing activities and comply with all reasonable requests or directions by CUSTOMER to enable CUSTOMER to verify and/or procure that R H Logistics is in full compliance with its obligations under this Contract.

25.3 R H Logistics will not process Personal Data outside of the European Economic Area (or any country deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC) without CUSTOMER's prior written consent.

25.4 On termination of this Contract for any reason, R H Logistics shall immediately cease all processing of the Personal Data on behalf of CUSTOMER and shall return to CUSTOMER in a format specified by the Authorized Officer, or destroy, as CUSTOMER may request at its discretion, all the Personal Data.