

# Sales Agent Agreement

**Dated:** [Date]

**Agent:** [Name]

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**This agreement is dated:** [date]

**The principal is:** Beebooh (“the Principal”)

**The principal’s address is:** Sanford House, 81 Skipper Way, St. Neots. PE19 6LT

**The agent is:** [agent’s name] (“the Agent”)

**The agent’s address is:** [agent’s address]

**The contract terms are:**

## **1. Definitions**

These definitions apply unless the context requires a different interpretation:

“Confidential Information” means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course of business so far as that information is disclosed in those circumstances. It includes among other things:

information about staff and their personal contact information,  
data or information relating to product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance results of a party, and the customers, clients and suppliers of any of them;  
It includes information about Intellectual Property and Know-how.

“Know-how” means methods, procedures and ways of working and organising which are not capable of protection as copyright.

“Net Sales Receipts” means the money receivable for sales of the Products after deduction of any sales tax, packing and delivery costs and service provider

costs charged by any person relating to the payment or transfer of money until it reaches the bank account of the Principal.

“Product” means any product offered for sale from time to time by the Principal to the Agent.

“Territory” means the country.

## **2. Interpretation**

In this agreement, unless the context otherwise requires:

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.3. a reference to a person includes reference to that person’s successors, legal representatives, permitted assignees and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.4. in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.5. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.6. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.7. a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, belief or awareness that person would have if he had made reasonable inquiries.
- 2.8. the words “without limitation” shall be deemed to follow any use of the words “include” or “including” herein.

- 2.9. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.10. all money sums mentioned in this agreement are calculated inclusive of VAT.
- 2.11. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

### **3. Basis of agreement**

- 3.1. Nothing in this agreement shall be deemed to create a partnership or the relationship of employer and self-employed Agent between the parties.
- 3.2. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty or other term not forming part of this agreement.
- 3.3. All conditions, warranties and other terms implied by the law of any country are hereby excluded as far as the law of such country permits.
- 3.4. The Principal may assign or transfer the benefit of this agreement.
- 3.5. The Agent shall be the agent of the Principal for the sale of the Products within the Territory on the terms of this agreement.
- 3.6. This agreement is personal to the Agent. The Agent may not delegate or sub-contract any of its obligations under this agreement.

### **4. Terms of appointment**

- 4.1. The Principal hereby appoints the Agent as his non-exclusive agent in the Territory for the sale of the Products, and the Agent hereby agrees to act in that capacity, subject to the terms of this agreement.
- 4.2. The agency created by this agreement is not exclusive in that the Principal will supply Products to customers who order direct without reference to the Agent and who have not at any time been introduced to the Principal by the Agent.

- 4.3. The Principal now authorises the Agent to act as his agent specifically to:
  - 4.3.1 identify prospective customers for the Principal's Products;
  - 4.3.2 monitor contract performance by the Principal and the customer, including acceptance of contract terms, delivery of payment, and other matters covered in the Principal's contract terms with the customer.
- 4.4. In marketing the Products the Agent shall describe himself as Sales Agent;
- 4.5. The Agent shall be responsible for obtaining all regulatory approvals and licences necessary for the sale of Products in the Territory.
- 4.6. The Agent will not be involved directly or indirectly in the sale or marketing of any other product competitive with the Products.
- 4.7. The Agent may display and use logo of the Principal subject to the prior written permission of the Principal. The Principal may refuse permission without giving a reason.
- 4.8. The Agent will pay all expenses incurred by him in promoting and selling the Products.

## **5. Agent's general duties**

The Agent agrees that he will:

- 5.1. look after the interests of the Principal and always act in good faith;
- 5.2. keep the Principal informed as often as reasonably possible about any development or happening which may be relevant to this agreement;
- 5.3. comply with the reasonable instructions of the Principal;
- 5.4. use his best endeavours to promote and sell the Products;
- 5.5. cultivate and maintain good relations with customers and potential customers in the Territory;
- 5.6. comply with all applicable laws and regulations relating to the sale of the Products;

- 5.7. advise the Principal when he becomes aware of any new law or regulation relating to the Products or which might affect sales of the Products;
- 5.8. refer prospective customers from outside the Territory promptly to the Principal;
- 5.9. not use any name or mark or get-up for any other product which could be confused with the name, mark or get-up of any of the Products.

## **6. Agent's duty to sell the Products**

- 6.1. All sales by the Agent shall be made on the Principal's standard terms and conditions and the Agent shall, in the course of dealing with all customers and prospective customers for the Products, bring to their notice such terms and conditions.
- 6.2. The Agent shall not make or give any promise, warranty, guarantee or representation concerning the Products other than those contained in the terms and conditions of sale.
- 6.3. The Agent will co-operate with the Principal in any promotional activity or project;
- 6.4. The Agent will sell the Products on behalf of the Principal at the prices specified from time to time by the Principal.
- 6.5. Title to the Products shall at no time pass to the Agent.
- 6.6. The Agent will immediately inform the Principal of any complaint he receives concerning the Products.
- 6.7. The Agent will not use any advertising or marketing material except that supplied by the Principal;
- 6.8. Subject to this agreement, the Agent may sell the Products in whatever ways he chooses.

## **7. Commission payment procedure**

- 7.1. The Agent will order products and 20% commission will be retained by the Agent when placing the order for sales from the Territory.
- 7.2. Commission is not payable on postage costs.

- 7.3. The rates of commission are set out in Schedule 1.
- 7.4. The Agent collects the money from the customer when the order is taken. The Agent retains the commission when placing the order on beebooh.com as the price is adjusted accordingly.
- 7.5. All sums payable under this agreement do not include value added tax, as the Principal is not currently VAT registered.
- 7.6. Each party shall keep proper accounts to record each customer transaction. The agent is responsible for keeping records for tax purposes.
- 7.7. Should an Agent take money from a customer and not place an order, with a view to stealing the money, the Agent's contract will be terminated with immediate effect. It is the Agent's responsibility to repay the money to the customer and any civil claims will be between the Agent and customer. The Principal is waived from these costs and involvement in this matter.

## **8. Rights and duties of the Principal**

The Principal remains at all times and in all circumstances in control of Products prices and terms of trade, all of which he may change at any time. Subject to that, the Principal will:

- 8.1. look after the interests of the Agent and always act in good faith;
- 8.2. honour all contracts for sale of the Products concluded by the Agent and if there is any good reason why the Principal is unable to honour a contract, then he will inform the Agent of his refusal of it.
- 8.3. give reasonable notice to the Agent of any proposed change in the prices of Products or in other terms of trade.
- 8.4. promptly and efficiently deal with any complaint or enquiry made by a customer.
- 8.5. We reserve the right to supply a similar product should the original product be unavailable.



## **9. Confidential Information**

- 9.1. In respect of the Confidential Information of the other, each of the parties now agrees that he will:
- 9.1.1 use his best endeavours to keep confidential any Confidential Information which he or they may acquire;
  - 9.1.2 not store, copy, or use the Confidential Information in any place or in any electronic form which may be accessible to any other person;
  - 9.1.3 not use or disclose Confidential Information except to such extent as is necessary for the purposes of this agreement, or with the consent of the other of them;
  - 9.1.4 explain to all relevant agents about the provisions of this paragraph and will take appropriate steps to ensure compliance with these provisions by their agents.
  - 9.1.5 from today until the expiry of five years from the termination of this agreement, keep the Confidential Information secret and not divulge or make it known to anyone nor use it for the benefit of himself or any other person.
- 9.2. This paragraph does not apply to disclosure:
- 9.2.1 made by order of the court;
  - 9.2.2 of information or knowledge which comes into the public domain otherwise than by reason of the default of a party;
  - 9.2.3 as may be minimally necessary to give effect to the purposes of this agreement whilst ever the agreement is operational.
- 9.3. The obligations set out in this paragraph shall continue to be fully effective indefinitely even if a party has destroyed or returned the Confidential Information.

## **10. Intellectual Property**

The Agent acknowledges that the Intellectual Property belongs exclusively to the Principal and if the Agent should create any new intellectual property relating to the Products, then that too shall belong to the Principal. The Agent agrees that he will:

- 10.1. take any action necessary to confirm or vest the title of the Principal to any new intellectual property.
- 10.2. be vigilant in seeking out any infringement of the Intellectual Property rights of the Principal and to bring to the attention of the Principal any that he finds or suspects.
- 10.3. notify the Principal of any suspected infringement of his Intellectual Property rights;
- 10.4. take such reasonable action as the Principal shall direct at the Principal's expense in relation to any infringement which may be found or suspected;
- 10.5. not use any name or mark similar to or capable of being confused with any name or mark belonging to the Principal;
- 10.6. not use Beebooh or any derivation of it in its own trading.

## **11. No competition**

- 11.1. The Agent agrees that he will not within two years of termination of this contract, neither for himself nor for any other person, directly or indirectly:
  - 11.1.1 advise, instruct, do or assist in any activity the effect of which is to promote the sale of any product or service which competes with any product or service offered for sale by the Principal within the period of two years immediately preceding the termination date;
  - 11.1.2 advise, instruct, do or assist in any activity the effect of which is to encourage any person to breach any contract between that person and the Principal.
- 11.2. The Agent agrees that the provisions of this paragraph are fair and reasonably required for the protection of the Principal's business.
- 11.3. The restrictions imposed by the last previous sub paragraph extend only to the Territory.

## **12. Assignment**

- 12.1. Neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this agreement without the prior written consent of the other party, except that a party may assign and transfer all its rights and obligations under this agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this agreement.
- 12.2. The Agent shall not be entitled to assign this agreement or any of its rights and obligations under this agreement to any other person.

## **13. Termination**

- 13.1. The Principal may terminate this agreement immediately if control of the Agent, being a company, is sold or transferred, other than in the course of a reconstruction not involving a substantial change of management;

Either party may terminate this agreement:

- 13.2. by giving 1 months notice in writing to the other;
- 13.3. immediately if the other of them fails to pay any money due within 28 days of it becoming due.
- 13.4. immediately, if the other of them has committed a serious breach of this agreement;
- 13.5. immediately, if a receiver or administrator (by any name or title) is appointed to the assets of the other).

Any termination of this agreement by this paragraph shall be without prejudice to any other rights or remedies to which a party may be entitled.

## **14. Consequences of termination**

Upon the termination of this agreement for any reason:

- 14.1. the Agent shall cease to advertise or sell the Products;

- 14.2. this agreement shall continue to be effective until all Products contracted for sale before termination have been delivered and all consequential financial procedures have been completed including the payment of commission on the Net Sales Receipts from such sales.
- 14.3. the Agent shall immediately dispose of the Products to whom and in the manner the Principal instructs.
- 14.4. the parties continue to have the same legal rights and remedies against each other as they had before termination.

## **15. Data Protection Act 2018 Compliance**

- 15.1. To satisfy the Principal's and the Agent's legal obligations in connection with the personal data of a customer or client located in the United Kingdom or European Union, each of the Principal and the Agent agrees that he will comply with the principles set out in the Data Protection Act 2018. These are fully described in the Schedule 2, which forms part of this agreement.
- 15.2. Those obligations shall continue to apply after expiry or termination of this agreement for any reason.

## **16. Miscellaneous matters**

- 16.1. The Agent undertakes to provide to the Principal his current land address, e-mail address and telephone number as often as they are changed together with all information that the Principal may require to enable him to fulfil his obligations under this contract.
- 16.2. No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or his authorised representative.
- 16.3. The parties acknowledge and agree that this agreement has been jointly drawn by them and accordingly it should not be construed strictly against either party.
- 16.4. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that,

each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

- 16.5. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 16.6. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 16.7. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 16.8. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 16.9. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 16.10. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of Principal's directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 16.11. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control.
- 16.12. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

16.13. The validity, construction and performance of this agreement shall be governed by the laws of Scotland and the parties agree that any dispute arising from it shall be litigated only in that country. The Principal's Head Office is based in Scotland. The Principal's postal address is St. Neots, as documented on page 1.

**Signed by** [personal name], duly authorised for the Principal:

**Witness to signature:** [Signature]

**name:** [Name]

**Address** [Address]

**Signed by** [personal name], duly authorised for the Agent:

**Witness to signature:** [Signature]

**name:** [Name]

**Address** [Address]

## **Schedule 1: Commission rates**

The commission on products sold direct from the Principal's website, [beebooh.com](http://beebooh.com) is 20%.

No commission is payable on postage costs.

## Schedule 2: Data Protection Act 2018 Compliance

### 1. Definitions

In this Schedule, the following words shall have the following meanings:

|                               |  |
|-------------------------------|--|
| “Act”                         | means the Data Protection Act 2018.  |
| “Associate”                   | means any corporate or other form of organisation or any individual person with whom the Principal and the Agent has an association which does, or could, entail the transfer of personal data for processing.   |
| “ICO”                         | means the Information Commissioner’s Office.   |
| “Data Protection Legislation” | means all or any of:<br>(a) the UK GDPR,<br>(b) the Act,<br>(c) regulations made under the Act<br>(d) regulations made under section 2(2) of the European Communities Act 1972 which relate to the EU GDPR or the Law Enforcement Directive.   |
| “the UK GDPR”                 | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018. |
| “the EU GDPR”                 | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law..  |
| “Law Enforcement Directive”   | means Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation,   |



detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA.

"data controller", "data processor", "sub-processor", "data subjects", "personal data", "process", "processed" and "processing" shall have the meanings respectively, as defined in the Act.

In this agreement, "personal data", is limited to data which comes into the control of each party in some way connected to this agreement.

## **2. Data Protection**

- 2.1. The obligations described in this Schedule are in addition to the parties' obligations under the Data Protection Legislation.
- 2.2. To enable us to provide the Services under this agreement, you authorise us to process personal data on your behalf and vice versa.
- 2.3. The Principal and the Agent agrees that personal data may move between the Principal and the Agent and vice versa in such a way that either of the Principal and the Agent may be controller of some personal data and processor of others.
- 2.4. Details of the anticipated processing activities are set out at Appendix 1 to this Schedule.

## **3. How the Principal and the Agent shall process data**

Each of the Principal and the Agent agrees that it shall at all times comply with the provisions and obligations imposed by the Data Protection Legislation and, in particular, shall:

- 3.1. process personal data only to the extent necessary to provide their respective services under this agreement and only in accordance with prior written instructions of the other (if required);
- 3.2. immediately inform the other party if its instruction infringes the Data Protection Legislation;
- 3.3. ensure that every person processing personal data under this agreement does so strictly on a need-to-know basis, has received

training on their obligations relating to handling of personal data and is bound by confidentiality obligations no less stringent than our confidentiality obligations under this agreement;

- 3.4. in order to use commonly accepted international communications and money transfer protocols, it will be necessary to use sub-contractors for certain service provision. The parties shall not necessarily be aware of the identity of every organisation involved in the train of communications. When that happens, each of the Principal and the Agent accepts full responsibility for compliance with the Data Protection Legislation.
- 3.5. subject to the exceptions mentioned in the last previous sub-paragraph, the Agent will not use sub-processors for personal data processing under this agreement without the prior written consent of the Principal.
- 3.6. wherever possible, enter into a written contract with each such sub-processor, which includes the same obligations on the sub-processor as those imposed on each of the Principal and the Agent under this agreement.
- 3.7. subject to the other provisions of this Schedule, not process personal data or permit any third party to process personal data outside of the United Kingdom unless:
  - 3.7.1. UK standard contractual clauses approved by the ICO are entered into between the Principal and the Agent or relevant Associate as data exporter, and the relevant recipient of the personal data as data importer; or
  - 3.7.2. the recipient of the personal data has entered into a data processing agreement with the data exporter; or
  - 3.7.3. the recipient of the personal data is regulated within the United States of America solely by the U.S. Department of Commerce, is certified under the UK/US Privacy Shield framework, and continues to be certified for the period within which it processes the personal data; or
  - 3.7.4. the recipient of the personal data has entered into binding corporate rules, which are valid in respect of the processing of personal data under this agreement and have been approved by the ICO; or

- 3.7.5. the transfer is to a recipient located within a jurisdiction whose law relating to the processing of personal data has been approved by the ICO (subject to any applicable restrictions).
- 3.8. have in place at all times appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by processing the personal data, to prevent accidental, unauthorised or unlawful destruction, loss, alteration, or access to personal data, including as a minimum whatever security measures the Principal and the Agent requires of each other and notify to that other. Examples of such measures are:
  - 3.8.1. the pseudonymisation and encryption of personal data;
  - 3.8.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; and
  - 3.8.3. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing;
- 3.9. maintain a written record of all categories of processing activities carried out on behalf of the other party and when that other party asks, copy the record to him. The record shall contain:
  - 3.9.1. name and contact details and (where applicable) those of our approved sub-processors and details of their respective data protection officers;
  - 3.9.2. the categories of personal data, data subjects and processing activities carried out on behalf of the Principal and the Agent or Associates;
  - 3.9.3. where applicable, transfers of personal data to a third country (i.e. non-EU Member State) or an international organisation, including identification of that third country and documentation evidencing implementation of suitable safeguards; and
  - 3.9.4. a general description of the technical and organisational security measures we have installed as referred to in Section 56 of the Act;
- 3.10. when the Principal asks, give to the Principal or to the ICO, access to the Agent's employees, data processing facilities, procedures, and records to inspect and audit compliance with the Data Protection Legislation and the terms of this agreement. The Principal and the

Agent agree that each of the Principal and the Agent shall (and shall ensure any sub-processor shall) give all reasonable cooperation and assistance.

- 3.11. immediately tell the other party (and in any event within 24 hours) after becoming aware of any actual or suspected unlawful destruction, loss, alteration, disclosure of, or access to, personal data transmitted, stored or otherwise processed by us or any sub-processor under this agreement;
- 3.12. provide reasonable assistance to each other in:
  - 3.12.1. responding to data subject's requests to exercise their rights under the Act;
  - 3.12.2. responding to communications received from the ICO relating to the processing of personal data under this agreement, including notifying the other immediately of any such communication;
  - 3.12.3. taking measures to address data security incidents, including, where appropriate, measures to mitigate their possible adverse effects;
  - 3.12.4. promptly upon request, transfer personal data to a third party in compliance with a request from a data subject to exercise their right to data portability;
  - 3.12.5. make available to other on request all information necessary to demonstrate compliance with the obligations set out in this Schedule; and
- 3.13. at the Principal's request (no more than once in every calendar year) the Agent shall complete and return without delay information security and data protection questionnaires.

## **4. Post termination**

- 4.1. Upon termination the Principal and the Agent and any sub processor shall:
  - 4.1.1. physically destroy all copies of media upon which any personal data was supplied and any further copies;
  - 4.1.2. return all personal data stored in hard copy to other party;

- 4.1.3. delete all personal data stored in soft copy, by some method which prevents future re-activation of that data;
  - 4.1.4. certify within 14 days of such request that the requirements of this paragraph have been complied with.
- 4.2. Where either the Principal and the Agent or his processor, sub-processor is required to retain personal data in order to comply with applicable law, that party will tell the other party and will retain such personal data only in the capacity as set out in this Schedule and shall comply with the obligations as far as applicable law permits.

## **5. Warranty and acceptance of liability**

- 5.1. Each party represents and warrant that the information provided in any response to any request by other shall be complete, true and accurate, and will not misrepresent his business or practices in respect of his ability to comply with the Data Protection Legislation and his obligations under this agreement.
- 5.2. If any act or omission of a party or his processors, sub-processors results in data transmitted or processed under this agreement being lost or degraded so as to be unusable, then that party shall be liable to the other for the cost of reconstituting the data and/or his and his Associate's costs in recreating such data.

# **Appendix 1 to Schedule 3**

## **Data Processing Activities**

**What either party may process in each category**

**1. The Principal and the Agent shall process this basic personal data**

- 1.1. Name
- 1.2. Address
- 1.3. Email address
- 1.4. Telephone number
- 1.5. Product, service, technology or other business-associated information together with information relating to electronic communication, which may be personal information only when associated with the name or identity of the data subject.
- 1.6. Technical information relating to electronic communication, which is personal information only when associated with the name or identity of the data subject

**2. Processing the data of these data subjects**

The clients/customers or prospective clients/customers of the parties who do now or might in the future use the services together with any other people whose data is acquired in the course of business between the parties.

**3. This is why and how the Principal and the Agent shall process personal data**

- 3.1. Personal data will be processed in order to satisfy the respective obligations of the Principal and the Agent under this contract.
- 3.2. Personal data will be processed in ways that are usual and reasonable in conducting the businesses of a principal and agent.

**4. Retention period**

- 4.1. Each of the Principal and the Agent may retain personal data, along with much other data, for six years, for these reasons:
  - 4.1.1. for accounting and taxation purposes;
  - 4.1.2. to provide evidence if required in connection with a legal claim;
  - 4.1.3. for any other reason where the law provides a six years limitation period;
- 4.2. If any event occurs which requires the Principal or the Agent lawfully to continue to retain data beyond that period, then it may do so.