

These are the Standard Terms and Conditions of Quadrant Systems Limited ("Quadrant"), which may be updated from time to time by notification in writing. These Standard Terms and Conditions together with the Agreement will govern continuing business between the Customer and Quadrant.

1. Interpretation

1.1 In the Agreement and these Standard Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

'Additional Charges' means the charge for any services to be provided by Quadrant, including but not limited to Development, Reporting Services and Training as well as sundry charges (such as courier and delivery costs), which fall outside the Ongoing Service Charges, calculated in accordance with the standard price list of Quadrant from time to time and as agreed between the parties in writing.

'Agreement' means the agreement, incorporating these Standard Terms and Conditions, signed by the Customer specifying the equipment and software being purchased or rented alongside the Support Contract, and including the agreement to the Ongoing Service Charges and the expenses set out.

'Charges' means moneys due to Quadrant under the Agreement, including but not limited to Additional Charges and Ongoing Service Charges.

'Commencement Date' means the date of the installation of the Licensed Programmes and the Equipment.

'Customer's Items' means the hardware, software and/or peripherals identified in the Agreement and to be obtained by the Customer in accordance with Condition 6.2.

'Delivery Date' means the date set out in the Agreement that the Licensed Programmes are to be installed by Quadrant.

'Development' means the development of Quadrant software and any bespoke changes to its software so that it operates in a different fashion.

'Equipment' means the equipment, whether purchased or rented by the Customer, supplied by Quadrant to the Customer as set out in the Agreement and such additions and changes as shall from time to time be agreed in writing between the parties.

'Intellectual Property Rights' means any invention, improvement, discovery, system, software and any patents, trade marks, (registered, unregistered or otherwise applied for), registered designs, unregistered designs, copyright, database rights and any similar rights both in the United Kingdom or abroad.

'Ongoing Service Charges' means the ongoing charges envisaged in the Support Contract and in respect of the Reserved Dining Booking Interface, as applicable.

'Licence Fee' means the fee(s) due to Quadrant in respect of the usage of its software pursuant to the Agreement.

'Licensed Programmes' means the software programmes, in electronic form, described in the Agreement including all Maintenance Updates generally made available by Quadrant.

'Loan Equipment' means any equipment lent to the Customer pursuant to Condition 13.

'Maintenance Update' means any modified or corrected version of any of the Licensed Programmes or Programme Documentation from time to time issued by Quadrant.

'No-Show' means a User who has failed to show up at a Restaurant.

'Programme Documentation' means the instruction manuals, user guides and other information to be made available from time to time by Quadrant during the term of the Agreement in either printed or electronic form.

'Programme Materials' means the Licensed Programmes and the Programme Documentation.

'Reserved Dining Booking Interface' means the booking interface provided through Quadrant to the Customer.

'Reporting Services' means the service provided by Quadrant to supply and maintain a fixed set of financial, operating and forecasting reports for its Customers, depending on the products and services provided to the Restaurant, including bespoke reporting tools that may be agreed with the Customer from time to time.

'Restaurant' means the eating or other commercial establishment(s) where meals are served to customers, including to take away,

owned by the Customer as set out in the Agreement.

'Service Level Agreement' means the agreement setting out the levels of service specified in connection with the Customer's chosen Support Contract.

'Specification' means the functionality and facilities of the Licensed Programmes as at the date of the Agreement.

'Support Fee' means the sum payable by the Customer in respect of the Support Contract.

'Support Contract' means the contract by which Quadrant provides maintenance and related support services to ensure the proper functioning of its hardware and software in relation to the Licensed Programmes and Equipment pursuant to the Agreement ("Support Services").

'Term' means the period described in Condition 19.1.

'Training' means the training to be provided by Quadrant in person, by webinar or video, written or other means as set out in the Agreement.

'User' means a consumer who makes a reservation at the Restaurant via the Reserved Dining Booking Interface.

1.2 The headings in these Conditions are for ease of reference only and shall not affect the construction or interpretation of the Agreement.

1.3 Words denoting the singular meaning include the plural and vice versa unless the context otherwise requires.

1.4 Words of any one gender include the other gender and may be used interchangeably and words denoting natural persons include corporations and firms and all such words are to be construed interchangeably.

1.5 If there shall be any inconsistency between the provisions of the Agreement and the other provisions herein then the provisions of the Agreement shall prevail.

2. Grant of Licence and Provision of Services

2.1 Subject to the terms herein and in consideration of the payment of the Licence Fee, and whilst a valid Support Contract is in place, Quadrant hereby grants to the Customer a perpetual non-exclusive licence to use the Programme Materials in the Restaurant.

2.2 Subject to the terms herein and in consideration of the payment of the Charges, Quadrant agrees to provide connectivity to the Licensed Programmes and Reserved Dining Booking Interface, as applicable.

2.3 Subject to the terms herein and in consideration of the payment of the Training Fees, Quadrant undertakes to use its reasonable endeavours to provide the Training to the Customer.

2.4 Subject to the terms herein and in consideration of the payment of the Support Fee and Additional Charges, Quadrant hereby agrees to fulfil the Support Contract with the Customer.

3. Licence Fee, Charges, Training Fees and the Support Fee

3.1 The Customer shall pay to Quadrant the Licence Fee on the payment dates set out in the Agreement.

3.2 The Customer shall pay to Quadrant the Support Fee monthly in advance and the Additional Charges monthly in arrears.

3.3 All sums due under the Agreement shall be paid by direct debit and in any event within thirty days of Quadrant's invoice. All sums due are exclusive of VAT or other applicable sales tax, which shall be paid by the Customer at the appropriate rate.

3.4 If any sum payable under the Agreement is not paid within thirty days after the due date, then subject to 7 days written notice (without prejudice to Quadrant's other rights and remedies) Quadrant reserves the right to suspend the Licence as well as all or any part of the Support Contract including but not limited to the supply by Quadrant from time to time of the Maintenance Updates. The provisions of Condition 19.2 may apply.

3.5 Quadrant may, in its sole discretion, request personal guarantees from directors of the Customer if the Restaurant is owned by or otherwise held in a limited company, Limited liability partnership or other corporate holding structure.

4. Delivery

On the Delivery Date, or as soon thereafter as is possible, Quadrant shall deliver to the Customer and install at the Restaurant(s) a copy of the Licensed Programmes.

5. Customer Web Site

Quadrant may, with the agreement of the Restaurant, maintain and develop internet booking connections from the licensed programme to the Customer's own web site.

6. Connectivity

6.1 Each party shall use all reasonable endeavours to enable fully functioning connectivity between the Restaurant and Quadrant's places of business to ensure Quadrant has access to the Customer's Reservations and EPOS systems and website, as necessary, such that these function in accordance with Quadrant's technical specifications

6.2 The Customer shall be solely responsible for any and all costs in relation to the installation at the Restaurant and provision of appropriate connectivity between the Restaurant and Quadrant by way of such services, including new services, computer hardware, peripherals, operating systems and other software as Quadrant may from time to time select in its absolute discretion.

7. Software Support Services

7.1 If the Customer shall discover that any of the Licensed Programmes fails to fulfil any part of the Specification, then the Customer shall as soon as reasonably practical notify Quadrant of the defect or error in question by telephone or email to the Quadrant Support Desk.

7.2 Quadrant shall use its reasonable endeavours to correct the defect or error in the Licensed Programmes during the Software Maintenance Hours (as set out in the Service Level Agreement) in accordance with the provisions of the Service Level Agreement and the remainder of this Condition 7. Such correction may be by such method as Quadrant reasonably deems appropriate, and may include a 'patch' or workarounds. As soon as practically possible after such correction being completed, Quadrant shall deliver to the Customer the current version of the Licensed Programmes or Maintenance Update in electronic form together with any appropriate amendments to the Programme Documentation specifying the nature of the correction and providing instructions for the proper use of the corrected version of the Licensed Programmes or Maintenance Update.

7.3 For the avoidance of doubt (and subject to the exceptions in Condition 9.1 below), Quadrant shall use its reasonable endeavours to ensure that the Licensed Programmes remain interoperable with all necessary third party software.

7.4 Software Support Services does not cover software not supplied by Quadrant.

8. Hardware Support Services

8.1 If the Customer shall discover that there is a malfunction in the Equipment, then the Customer shall as soon as reasonably practical notify Quadrant of the malfunction by telephone or email to the Quadrant Support Desk.

8.2 Quadrant or its duly authorised representative shall use its reasonable endeavours to diagnose the cause of any malfunction of the Equipment and subject to remaining terms herein, shall during the Equipment Maintenance Hours as set out in the Service Level Agreement ("Equipment Maintenance Hours") make such repairs and adjustments to the Equipment as may be necessary to restore the Equipment to its proper operating condition and may in its discretion, make site visits to the Restaurant under the provisions of Condition 11.

8.3 Hardware Support Services, where supplied, does not cover negligent or malicious damage.

9. Exceptions

9.1 The Support Services shall not include maintenance or repairs of the Licensed Programmes or Equipment necessitated otherwise than by fair wear and tear or otherwise than by the neglect or default of Quadrant, including but not limited to: (a) defects or errors resulting from any modifications of the Licensed Programmes made by the Customer or any person other than Quadrant; (b) incorrect use of the Licensed Programmes and/or Equipment or operator error; (c) any fault in the Customer's communication or data transmission lines, in the operating system or in any third party software added onto the Customer's hardware or operating system or used by the Customer in conjunction with the Licensed Programmes; (d) any modification of the Licensed Programmes, or their merger (whether in whole or in part) with any other software; (e) any attempt by any person other than the Customer's personnel to adjust, repair or maintain the Equipment; (f) defects or errors resulting from any fluctuation of electric power, humidity controls or other adverse environmental conditions due to

whatever cause; (g) accident, transportation, neglect, misuse or default of the Customer, its employees or agents or any third party; or (h) an event of force majeure, pursuant to Condition 20.

9.2 Quadrant shall make Additional Charges in accordance with its standard price list from time to time in force and notified to the Customer for any services provided by Quadrant: (a) at the request of the Customer but which fall outside the scope of the Support Services; (b) at the request of the Customer but which do not qualify by virtue of any of the exclusions referred to in Condition 9.1 above; (c) calls by the Customer to the Quadrant Support Desk outside Quadrant's applicable Standard Hours (as defined in the Service Level Agreement); (d) repair or renewal of disc packs, printing cartridges or other consumable supplies; (e) electrical or other environmental work external to the Equipment; (f) maintenance of any attachments or associated equipment (whether or not supplied by Quadrant) which do not form part of the Equipment; or (g) recovery or reconstruction of any data or programmes lost or spoiled as a result of any breakdown of or fault in the Equipment.

10. Customer's Obligations

During the continuance of the Agreement, the Customer shall:

10.1 use only the latest version of the Licensed Programmes supplied to the Customer by Quadrant from time to time;

10.2 ensure that the Licensed Programmes and the Equipment are used in a proper manner by competent trained employees only or by persons under their supervision;

10.3 keep and operate the Equipment in a proper and prudent manner in accordance with the manufacturer's operating instructions;

10.4 ensure that the external surfaces of the Equipment are kept clean and in good condition and shall carry out any minor maintenance recommended by the manufacturer from time to time;

10.5 not alter or modify the Programme Materials or the Equipment in any way whatever or permit the Licensed Programmes to be combined with any other programmes to form a combined work (other than as permitted by law or any other relevant agreement with Quadrant);

10.6 keep and maintain Equipment and any related hardware, software, services or other infrastructure, including electrical sockets and properly terminated data points, that is sufficiently up-to-date to be capable of running the Licensed Programmes, including Maintenance Updates;

10.7 except where Quadrant unreasonably fails to provide the Support Services, not request, permit or authorise anyone other than Quadrant to provide any maintenance services in respect of the Programme Materials or Equipment;

10.8 offer reasonable assistance to Quadrant's personnel or its duly authorised representative in the diagnosis of any error or defect in the Programme Materials or Equipment;

10.9 make so many back-up copies of the Customers' databases and computer records as may be necessary in accordance with best computing practice;

10.10 provide such telecommunication facilities, at the Customer's expense, as are authorised required by Quadrant or its duly authorised representative for testing and diagnostic purposes including, without limitation the reimbursement to Quadrant of any reasonable costs incurred by Quadrant by supplying the Support Services remotely;

10.11 make available to Quadrant, free of charge, all information, documentation, systems data, back-up copies, facilities and services reasonably required by Quadrant to enable Quadrant or its duly authorized representative to perform the Support Services including without limitation computer runs, memory dumps, printouts, data preparation, office accommodation, typing and photocopying;

10.12 the Customer is responsible for ensuring that all hardware (both Loan Equipment and/or the Customer's own) is securely packaged and protected during transit from the Restaurant to Quadrant's office or chosen supply/repair company premises. The Customer accepts the charge of replacement or repair for any equipment damaged due to insufficient / inadequate packaging

10.13 in the interests of health and safety, notify Quadrant of any health and safety hazards which may exist or arise on any premises occupied by the Customer which may affect Quadrant. Quadrant shall draw these hazards to the attention of its employees, subcontractors or any persons engaged by Quadrant in the

performance of the Agreement;

10.14 keep and operate any Loan Equipment in a proper and prudent manner in accordance with the manufacturer's operating instructions; and

10.15 upon the reasonable request of Quadranet, return the Loan Equipment to Quadranet at their own expense.

11. Site Visits

11.1 If it is deemed necessary in Quadranet's reasonable opinion, Quadranet or its duly authorised representative shall, attend the Restaurant in order to diagnose and/or correct any defects or errors in the Licensed Programmes or Equipment. Such visits shall be made during the Equipment Maintenance Hours by prior appointment with the Customer.

11.2 Where such site visit is requested or required due to default of the Customer under Condition 11 herein, the Customer shall pay to Quadranet, as Additional Charges, the receipted cost of attendance together with any out-of-pocket expenses incurred by Quadranet or its duly authorised representative in relation to such site visit (in accordance with the rates set out in Quadranet's Standard Price List).

11.3 Where initial system installation takes place the Customer shall pay to Quadranet, as Additional Charges, the receipted cost of travel and accommodation together with any out-of-pocket expenses incurred by Quadranet or its duly authorised representative in relation to such site visit (in accordance with the rates set out in Quadranet's Standard Price List).

12. Non-Maintainable Equipment

If, in the opinion of Quadranet or its duly authorised representative, the Equipment or any component thereof cannot be operated or maintained satisfactorily or if the Equipment is incapable of repair or damaged beyond economic repair, Quadranet reserves the right to cancel the Agreement forthwith, upon giving written notice to the Customer, insofar as it relates to that Equipment or component and, for the avoidance of doubt, the Customer shall bear the cost of the replacement of any such Equipment or component.

13. Loan Equipment

13.1 There is no obligation for Quadranet to provide Loan Equipment.

13.2 Quadranet may in its discretion remove the whole or any part of the Equipment from the Restaurant to allow Quadranet or its duly authorised representative to perform the Support Services and Quadranet shall use its reasonable endeavours to lend to the Customer the Loan Equipment temporarily to replace it.

13.3 The Loan Equipment shall remain the property of Quadranet.

13.4 Where the malfunction in the Equipment is due to the default of the Customer under Condition 10 herein, Quadranet may charge the Customer for the repair of the Equipment and the use of the Loan Equipment by way of Additional Charges in accordance with its standard scale of charges from time to time, including but not limited to the costs of repair, removal and transportation of the Equipment.

14. Records

The Customer shall permit an authorised representative of Quadranet to examine its records of reservations (whether by telephone, through the Reserved Dining Booking Interface or otherwise). Consent to examine the records of reservations is deemed to have been given by the licensee signing this document.

15. Intellectual Property

15.1 The Programme Materials contain the confidential information of Quadranet and all copyright, trademarks and other intellectual property rights in the Programme Materials are and shall remain the exclusive property of Quadranet. For the avoidance of doubt, any and all rights to bespoke Development, Training or similar services provided by Quadranet to the Customer shall remain the property of Quadranet.

15.2 The Customer shall not, save as expressly provided in this Agreement: (a) subject to Condition 15.3 in relation to the Licensed Programmes, make copies of the whole or any part of the Programme Materials; (b) except always and solely for any acts expressly permitted by law, adapt or reverse-compile the whole or any part of the Licensed Programmes; or (c) remove or alter any copyright or other proprietary notice on any of the Programme Materials.

15.3 Upon the termination of the Agreement, each party shall forthwith cease using the other party's Intellectual Property.

15.4 Each party acknowledges and agrees that: (a) rights in the other party's trademarks and other intellectual property belong (as between the parties) to that other party; and (b) it shall

not acquire or claim any title to any of the other party's trademarks and other intellectual property by virtue of the rights granted to it by the Agreement or through its use of the other party's trademarks and other intellectual property.

16. Warranties

16.1 Subject to the exceptions set out in Condition 16.3 below and the limitations upon its liability in Condition 17 below, Quadranet warrants and undertakes to the Customer that: (a) its title to and property in the Programme Materials and Reserved Dining Booking Interface are free and unencumbered and that it has the right, power and authority to license them under the Agreement; (b) the Programme Documentation shall provide adequate instructions to enable the Customer to make proper use of the Licensed Programmes; (c) it will comply with its obligations under data protection laws and regulations applicable to the Licensed Programmes and the Reserved Dining Booking Interface from time to time, including The General Data Protection Regulation (GDPR) (EUO 2016/679 and the Privacy & Electronic Communications Regulations; and (d) the Licensed Programmes will operate and perform substantially in accordance with the functionality and service levels of the Licensed Programmes set out in the Specification; (e) the Support Services and Training and any other services shall be supplied and rendered with reasonable skill, care and diligence by appropriately experienced, qualified and trained personnel in accordance with good industry practice and its own established internal procedures; and (f) it will substantially meet any Service Levels.

16.2 The Customer warrants and undertakes to Quadranet that: (a) it is, and shall remain throughout the duration of the Agreement, free and entitled to enter into the Agreement; and (b) it will comply with its duties under applicable data protection laws and regulations applicable to its obligations under the Agreement. In that regard, the Customer acknowledges that Quadranet is a data processor acting on behalf of the Customer, who is the data controller for the purpose of GDPR (EU) 2016/679.

16.3 The Customer acknowledges that it has, prior to the date of the Agreement, had a demonstration of how the Programme Materials are intended to operate. Subject to Condition 16.1, the Customer acknowledges and accepts that Quadranet gives no warranties of any kind in relation to the Programme Materials, the Reserved Dining Booking Interface, Training or Support Services and that any conditions, warranties, terms and undertakings which would otherwise be implied into the Agreement (whether by statute or otherwise) relating to the Programme Materials, Reserved Dining Booking Interface, Training or Support Services or the provision of any other goods or services by Quadranet to the Customer under the terms of the Agreement (including but not limited to quality, fitness for purpose or description) are hereby excluded to the fullest extent permitted by law.

17. Liability

17.1 Except in respect of injury to or death of any person (for which no limit applies) the respective liability of Quadranet and the Customer in respect of each event or series of connected events shall not exceed the total amount paid or payable under the Agreement in the 12 months immediately preceding such liability arising.

17.2 Notwithstanding anything else contained in the Agreement or herein, Quadranet shall not be liable to the Customer for loss of profits or contracts, loss of bookings or of reputation or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

17.3 Quadranet shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up-to-date security copies of the Licensed Programmes and data it uses in accordance with best computing practices or adequate paper records of bookings.

18. Confidentiality

Each party agrees and undertakes that both before and following termination of the Agreement for whatever reason it will keep confidential and will not use for its own purposes, or without the prior written consent of the other party disclose to any third party, any information disclosed to it in connection with the Agreement (whether orally or in writing), and which is expressly stated or marked as being confidential or which ought reasonably to be treated as such, unless such Restricted Information is public knowledge other than as a result of a breach of this Condition, has been independently acquired from a third party without restriction on disclosure, or is required by law or any regulatory body or is required to

be disclosed for the purposes of litigation by or against either party.

19. Term and Termination

19.1 Unless terminated earlier pursuant to Condition 19.2, the Support Contract shall commence on execution and continue in force for a period which is the later of (a) twelve months from the Delivery Date with an automatic renewal on the same terms unless and until terminated by either party giving to the other not less than one month's written notice and (b) the term of the contracted period (ordinarily thirty-six months) from the Delivery Date where any Equipment has been rented from Quadranet, after which time ownership of such rental Equipment will pass to the Customer. For the avoidance of doubt, all Equipment shall remain the property of Quadranet until full payment is received.

19.2 Without prejudice to any other remedies available, either party shall be entitled to terminate the Agreement with immediate effect by giving written notice of termination to the other if: (a) the other commits a material breach of the Agreement which, in the case of a breach capable of remedy, shall not have been remedied within thirty days of the receipt by the other of a notice identifying the breach and requiring its remedy. Upon remedy, the party in breach shall provide proof of remedy within this same thirty days; (b) any payment due by the other party shall be outstanding for more than thirty days; (c) if the other party passes a resolution for winding up (other than for the purpose of a solvent amalgamation or reconstruction) or if it shall cease to carry on its business or substantially the whole of his business or becomes or is declared insolvent, bankrupt or convenes a meeting of or proposes to make any arrangement or composition with its creditors or if a liquidator, receiver, administrator or trustee or similar officers is appointed over the assets of it or any analogous step is taken in connection with insolvency or dissolution.

19.3 Conditions 16, 17, 18 and 19.5 shall survive termination of the Agreement.

19.4 Any termination of the Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law.

19.5 Within fourteen days of the termination of the Agreement (howsoever and by whomsoever occasioned) the Customer shall delete or destroy all copies of the Programme Materials in its possession or control and a duly authorised officer of the Customer shall certify in writing to Quadranet that the Customer has done this.

19.6 Upon termination of the Agreement (howsoever occasioned) the Customer shall (a) where the Customer has rented any Equipment and there remains any outstanding balance of payment, immediately pay the outstanding balance (calculated as the total number of months in the contracted period less those received by Quadranet), and (b) at its own expense, forthwith return to Quadranet all Loan Equipment and/or rental Equipment supplied to the Customer by Quadranet under condition 13.1.

19.7 Upon termination of the Agreement, Quadranet will take steps to download all customer information held on its servers and to electronically transfer the ensuing data to the Customer in a secure fashion. All references to natural persons and their data will then be erased from all Quadranet servers.

20. Force Majeure

Neither party shall be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying (including, without limitation, any act of God, fire, flood, strike, lock-out or other form of industrial action or software, hardware, telecoms or other computer failure).

21. Notices

Any notice or other document to be given under the Agreement shall be in writing and delivered or sent by first class post, by e-mail or facsimile transmission (such e-mail or facsimile transmission to be confirmed by letter posted within 12 hours) to the address or e-mail or facsimile number of the other party set out in the Agreement (or such other address or number as may have been notified) and any such notice or other document shall be deemed to have been served if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting or upon the expiration of 12 hours after despatch (if sent by e-mail or facsimile transmission).

22. Assignment and Sub-Licensing

22.1 The Customer shall not be entitled to assign, transfer, sell, sub-license, lease, rent, charge or otherwise deal in or encumber the Programme Materials or its rights to any

licenses, services, training or connectivity provided by Quadranet under the Agreement, including any variations thereof. Subject to the prior written consent of the Customer which shall not be reasonably withheld or delayed, Quadranet may assign the Agreement or any of its rights and obligations hereunder to any other party provided that such consent shall be required upon any assignment by Quadranet to any 'holding company' or 'subsidiary' as defined by section 736 of the Companies Act 1985 (as amended).

23. General

23.1 Quadranet and the Customer are each independent contractors with respect to each other and nothing in the Agreement shall create any association, partnership, joint venture or agency relationship between them.

23.2 If any provision in the Agreement, including the terms and conditions herein, shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that provision or part shall to that extent be deemed not to form a part and the enforceability of the remainder of the Agreement shall not be affected.

23.3 Subject to any variation under Condition 23.4, the terms and conditions herein shall apply as between the parties in respect of the subject matter hereof to the exclusion of all other terms and conditions (including any terms and conditions that the Customer purports to apply).

23.4 The Agreement, including the terms and conditions herein, contains the entire understanding of the parties with respect of the subject matter hereof, supersedes all prior agreements and may not be modified or amended except in writing signed by the parties.

23.5 Quadranet shall not be liable to the Customer for loss arising from or in connection with any representations (except fraudulent), agreements, statements or undertakings made prior to the date of execution of the Agreement other than those representations, agreements, statements or undertakings confirmed by a duly authorised representative of Quadranet in writing or expressly incorporated or referred to in the Agreement.

23.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of the Agreement, the Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

23.7 The Agreement shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English Court.