

Dated 8 June 2016

DOMINO'S PIZZA GROUP PLC (1)

and

B2B EHF (2)

and

BIRGIR THOR BIELTVEDT (3)

and

PIZZA PIZZA EHF (4)

and

PIZZA PIZZA NORWAY AS (5)

and

PIZZA PIZZA SWEDEN AB (6)

CONSULTANCY AGREEMENT

16

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THIS AGREEMENT is dated 8 June 2016 and is made **BETWEEN**:

- (1) **DOMINO'S PIZZA GROUP PLC**, a company registered in England and Wales (company registration number 3853545) whose registered office is at 1 Thornbury, West Ashland, Milton Keynes, MK6 4BB, United Kingdom (the **DPG**);
- (2) **B2B EHF**, a company registered in Iceland (company registration number 430709-0540) whose registered office is at, Borgartun 27, 105 Reykjavik, Iceland (the **Consultant Company**);
- (3) **BIRGIR THOR BIELTVEDT**, a private individual whose address is at Skipper Clements Allé 8, 2300 Copenhagen, Denmark (the **Individual**); and
- (4) **PIZZA-PIZZA EHF**, a private limited company duly incorporated and organized under the laws of Iceland with registration number 480293-2669, having its registered address at Louholar 2-6, 11 Reykjavik, Iceland (**PP Iceland**);
- (5) **PIZZA PIZZA NORWAY AS**, a company duly incorporated and organised under the laws of Norway with registration number 913169883, having its registered office at Nesveien 13, 1344 Haslum (**PP Norway**); and
- (6) **PIZZA PIZZA SWEDEN AB**, a company duly incorporated and organised under the laws of Sweden with registration number 559058-0329, having its registered office at Emil Lönnroths väg 19, 168 46 Bromma, Sweden (**PP Sweden**);

PP Iceland, PP Norway and PP Sweden shall each be referred to herein as a **Company** and together the **Companies**.

WHEREAS:

The Companies wish to retain the services of the Consultant Company and the Consultant Company has agreed to provide such services to the Companies upon the terms and subject to the conditions set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

1.1 In this Agreement unless the context otherwise requires:

Appointment means the appointment of the Consultant Company under this Agreement;

Commencement Date means 1 July 2016;

Confidential Information (by way of illustration and not limitation) means information relating to franchisees, suppliers, commissaries, clients or customers (including names and contact details) and details of their particular requirements, costings, profit margins, discounts, revenues, rebates, pricing and discount policies and other financial information; legal proceedings, including any prospective legal proceedings, and strategy relating to those proceedings; corporate strategy and plans including proposed or on-going business development, the structure of the Group and/or any Group Company and any proposed or on-going investments or disposals thereof; the amounts by and the manner in which the Companies reward and seek to retain employees; marketing strategies and tactics; current activities and current and future plans relating to all or any of development, production or sales including the timing of all or any such matters; products, including the development of new products;

Existing Consultancy Agreements means those consultancy agreements entered into by the Consultant Company and/or the Individual with certain Group Companies as listed in clause 14.7 of the Iceland SHA

Group means each of the Companies;

Group Company means any holding company or parent undertaking for the time being of PP Iceland or any subsidiary or subsidiary undertaking for the time being of PP Iceland or of any such holding company or parent undertaking (for which purpose the expressions "holding company" and "subsidiary" shall have the meanings ascribed thereto by section 1159 Companies Act 2006 and the expressions "parent undertaking" and "subsidiary undertaking" shall have the meanings ascribed thereto by Section 1162 Companies Act 2006);

Iceland SHA means the shareholders agreement in respect of PP Iceland entered into on or around the date of this Agreement by PP Iceland, the Individual, DPG and other parties;

Intellectual Property Rights means copyrights, patents, trademarks, get up or logos, trade names, service marks, business names (including without limitation internet domain names), design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the world;

Invention means any invention, idea, discovery, development, improvement or innovation made by the Consultant Company or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Option has the meaning given to it in clause 6.1.

Pre-Contractual Statement means any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the Appointment other than as expressly set out in this Agreement;

Services means, subject to applicable law, (i) the provision of the Individual acting as chairman of each of the Companies for 3 years from the Commencement Date, and (ii) the provision of general corporate and commercial advice to the board of each Company regarding the management and operation of pizza operations in Iceland, Norway and Sweden (as the case may be), as provided by the Consultant Company to the Group in accordance with the terms of this Agreement;

Service Year means a one year period beginning on 1 July of each year the Services are being provided under this Agreement;

Taxes means:

- (a) all forms of tax, levy duty, charge, impost, withholding or other amount whenever created or imposed and whether in the United Kingdom, Denmark or elsewhere, payable to or imposed by any Taxation Authority; and
- (b) all charges, interest, penalties and fines incidental or relating to any Taxation falling within (a) above or which arise as a result of any failure to pay any Taxation on the due date or to comply with any obligation relating to Taxation;

Taxation Authority means any revenue, customs, fiscal, governmental, statutory, state, provincial, local governmental or municipal authority, body or person, whether of the United Kingdom, Denmark or elsewhere;

Value Added Tax means value added tax and any similar sales or turnover tax; and

Works means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas,

discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant Company or the Individual in connection with the provision of the Services.

2 Termination of Existing Consultancy Agreements

Each of the Individual, B2B, PP Iceland, PP Sweden and PP Norway hereby agree that the Existing Consultancy Agreements are terminated on the Commencement Date of this Agreement without compensation and each of the Individual, the Consultant Company and PP Iceland, PP Norway and PP Sweden hereby acknowledge that no party under the Existing Consultancy Agreements has any other rights, obligations or liabilities under that agreement (including any accrued right, obligations or liabilities).

3 Appointment and term

- 3.1 With effect from the Commencement Date, the Companies shall engage the Consultant Company and the Consultant Company shall make available to the Companies (and to such Group Companies as the Company may direct from time to time) the Individual to provide the Services in accordance with the terms of this Agreement.
- 3.2 The Appointment shall commence on the Commencement Date and shall continue until 31 May 2022, subject to clause 11.1, whereupon it will terminate with immediate effect and without compensation.

4 Scope of the Appointment

- 4.1 During the continuance of the Appointment:
 - 4.1.1 the Consultant Company shall provide the Services through the Individual;
 - 4.1.2 the Consultant Company and the Individual agree that:
 - (a) the Individual will devote such time to the provision of the Services as may be necessary for their proper performance;
 - (b) it and he will use all due care, skill and ability in the provision of the Services and use reasonable endeavours to promote and advance the interests of each of the Companies (and any other relevant Group Company);
 - (c) it and he will observe all such outline directions and restrictions as any Company or any relevant regulator may lawfully give or impose within the scope of the Appointment; and
 - (d) it and he will promptly give to each Company all such information and reports as such Company may reasonably require in connection with the provision of the Services. The Individual will be available at all times on reasonable notice to provide such assistance or information as any Company and/or any Group Company may require.
- 4.2 The Consultant Company and the Individual agree to comply with all reasonable standards of safety and each Company's health and safety procedures from time to time in force at the premises where the Services are provided and report to the relevant Company any unsafe working conditions or practices and will comply with all reasonable operational requirements relating to security, and other relevant Company policies notified to the Consultant Company or the Individual, including but not limited to anti-bribery and corruption policies.
- 4.3 The Consultant Company and the Individual shall, if and so long as it is so required by any of the Companies, carry out duties on behalf of any other Group Company and act as consultant to any such company and shall provide such services and the duties attendant on any such appointment as if they were duties to be performed by it on behalf of such Company.

5 Fees

- 5.1 During the time of Appointment pursuant to clause 3.2 in accordance with this Agreement, each of the Companies shall pay the Consultant Company the consultancy fee set out against its name in column (2) of Schedule 1 (*Consultancy Fee*) for each Service Year during the Appointment, exclusive of Value Added Tax, if applicable (the **Fee**). The Fee per Service Year shall be payable in 12 monthly instalments.
- 5.2 On or around the last working day of each month during the Appointment, the Consultant Company shall submit to each Company an invoice in respect of that month. Payment of the respective proportion of the Fee in respect of the relevant month shall be made within 14 days of production of the invoice.
- 5.3 In the event that the Appointment terminates in accordance with clause 11.1 part way through a Service Year, the Fee shall be calculated on a pro-rata basis in respect of that month.
- 5.4 Each Company shall be entitled to deduct from the Fee payable by such Company any sums that the Consultant Company or the Individual may owe to the relevant Company or any Group Company at any time.
- 5.5 All payments under these clauses will be subject to such deductions by the relevant Company as are required by law (if any), and the Consultant Company and the Individual will indemnify the relevant Company for any amounts which should by law have been, but were not in fact, so deducted.

6 Expenses

- 6.1 The Consultant Company shall be reimbursed for all reasonable expenses incurred by the Individual in the proper performance of the Services, subject to and in accordance with the Companies' policy.

7 Other activities and conflicts of interest

- 7.1 The Consultant and the Individual undertake at all times to perform their obligations hereunder with the utmost good faith and shall not do or omit to do anything whereby a conflict may arise between the interests of any of the Companies or the Consultant Company and/or the Individual and their own interests. In the event that the Consultant Company or the Individual become aware of any actual or potential conflict of interest they shall immediately notify DPG and the relevant Company.

8 Confidential Information and Company Property

- 8.1 The Consultant Company and the Individual acknowledge that in the course of the Appointment they will have access to Confidential Information. The Consultant Company and the Individual have therefore agreed to accept the restrictions in this clause 8.
- 8.2 The Consultant Company and the Individual shall not (except in the proper course of its or his duties) either during the Appointment or at any time (without limit in point of time) after its termination:
- 8.2.1 divulge or communicate or cause or permit to be divulged or communicated whether directly or indirectly to any person or persons (except to those of the officials of a Company or the Group whose province it is to know the same); or
- 8.2.2 use for its or his own purposes or for any purposes other than those of a Company or the Group,

any Confidential Information, but so that these restrictions shall cease to apply to any use or disclosure authorised by the Companies or required by law or to information or knowledge which

may come into the public domain (otherwise than through the Consultant Company's or the Individual's unauthorised disclosure).

9 Intellectual Property

- 9.1 Any Intellectual Property Rights in the Works and the Inventions created or acquired by the Consultant Company and/or the Individual during the Appointment, whether or not being rights made or discovered in the course of the Appointment in conjunction with or in any way affecting or relating to the business of any Company and/or any Group Company or capable of being used or adapted for use therein or in connection therewith, shall forthwith be disclosed to the relevant Company and shall belong to and be the absolute property of such Company (or such other Group Company, as appropriate) and the Consultant Company and the Individual hereby waive any rights which it or he may have in any Intellectual Property Rights in the Works and the Inventions created by the Individual. Insofar as it does not vest automatically by operation of law under this Agreement, the Consultant Company and/or the Individual hold legal title in any Intellectual Property Rights created by the Individual on trust for the relevant Company.
- 9.2 The Consultant Company and the Individual undertake to DPG and to each of the Companies:
- 9.2.1 to notify to DPG and each relevant Company in writing full details of all Inventions promptly on their creation;
- 9.2.2 to keep confidential the details of all Inventions; and
- 9.2.3 whenever requested to do so by any Company and in any event on the termination of the Appointment, promptly to deliver to the relevant Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individual's possession, custody or power.
- 9.3 The Consultant Company and the Individual undertake to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Companies and at any time either during or after the Appointment, as may, in the opinion of the relevant Company, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of such Company and to defend such Company against claims that works embodying Intellectual Property Rights infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works.

10 Data Protection

- 10.1 The Consultant Company and the Individual consent to:
- 10.1.1 the Companies holding and processing data relating to it and him for legal, personnel, administrative and management purposes and, in particular, to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998 or other applicable data protection legislation) relating to the Individual including, as appropriate:
- (a) information about the Individual's physical or mental health or condition in order to monitor sickness absence;
 - (b) the Individual's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
 - (c) information relating to any criminal proceedings in which the Individual has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties;
- 10.1.2 the Companies making such information available to any Group Company who provides products or services to a Company and/or any Group Company (such as advisers),

regulatory authorities, governmental or quasi government organisations and potential purchasers of a Company or the Group or any part of its business; and

10.1.3 the transfer of such information to a Company's and any Group Company's business contacts outside the European Economic Area in order to further its or their business interests.

10.2 To the extent personal data pertaining to Norwegian individuals are processed as a result of this agreement then the parties shall execute a data processing agreement to be based on the standard template provided by the Norwegian Data Inspectorate.

11 Termination

11.1 Notwithstanding the provisions of clause 2, DPG and the Companies may terminate the Appointment with immediate effect without notice and without any liability to pay any remuneration, compensation or damages if at any time:

11.1.1 the Consultant Company or the Individual commits any gross misconduct affecting the business of a Company or any Group Company; or

11.1.2 the Consultant Company and/or the Individual commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the relevant Company; or

11.1.3 the Consultant Company and/or the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed); or

11.1.4 the Consultant Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant Company.

11.2 Any delay by DPG/ or any of the Companies in exercising its rights to terminate shall not constitute a waiver thereof.

12 Obligations upon termination

12.1 On the termination of this Agreement (howsoever arising) or at any other time if requested to do so by any Company, the Consultant Company and the Individual shall:

12.1.1 immediately deliver to such Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of such Company and/or any Group Company or its or their business contacts, and any other property of such Company and/or any Group Company, which is in its or his possession or under its or his control, including (but not limited to) any such Company (and/or Group Company) mobile telephone/BlackBerry/similar device, laptop, credit cards, car, security pass, keys, lists, disks (and other means of storing or recording information) and shall not retain or take any copies thereof without the prior written consent of such Company; and

12.1.2 irretrievably delete any information relating to the business of any Company or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of any Company or the relevant Group Company.

13 The Individual

13.1 The Consultant Company hereby agrees that during the continuance of this Agreement it shall:

- 13.1.1 take such action in relation to the Individual as DPG or any Company may from time to time reasonably require in order to secure the effective performance by the Consultant Company of its obligations hereunder;
- 13.1.2 ensure that the Individual shall act upon and comply with all reasonable and lawful directions and instructions given to the Consultant Company by DPG or any Company; and
- 13.1.3 not without the prior written consent of DPG and the Companies terminate the employment of the Individual.
- 13.2 Any requirement, direction or instruction to be given to the Consultant Company pursuant to clause 13.1 may be given orally to the Individual or by notice in writing to the Consultant Company.
- 13.3 The Consultant Company shall be responsible for all matters in relation to the employment of the Individual including any disciplinary action, and shall be entitled to make any withholding and payment of any Taxes (including any National Insurance or similar contributions, and income tax) and other statutory charges in respect of the employment of and any payments made (or treated for the purposes of any Taxes to be made) to the Individual as the Consultant Company thinks appropriate.

14 Status and Indemnity

- 14.1 The relationship of the Consultant Company (and the Individual) to each of the Companies will be that of independent contractor and nothing in this Agreement shall render it (nor the Individual) an employee, worker, agent or partner of each such Company and neither the Consultant Company nor the Individual shall hold itself or himself out as such.
- 14.2 Nothing in this Agreement shall constitute the Consultant Company or the Individual acting as an agent of any member of the Group.
- 14.3 The Consultant Company and the Individual jointly and severally covenant with DPG and the Company to pay, promptly upon written demand from DPG, to each Group Company an amount equal to any Taxes (and any related costs and expenses) incurred by that Group Company which arise as a result of, in consequence of or by reference to the Consultant Company or the Individual being an employee, worker, agent or partner of that (or any other) Group Company other than (i) any Taxes which are deducted in accordance with clause 5.5 or (ii) any Taxes which the relevant Company has recovered from the Consultant Company or the Individual under the indemnity in clause 5.5.

15 Notices and other matters

- 15.1 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 15.2 The Consultant Company and/or the Individual shall not assign this Agreement to any person, nor shall they sub-contract or delegate to any person any of their responsibilities under this Agreement without the prior express agreement of DPG.
- 15.3 All notices to be given under this Agreement shall (unless otherwise specified) be in writing and shall either be delivered personally or sent by first class registered post to the registered office of the party to be served or by sending it by fax to the fax number notified by the relevant party to the other party or by email with the notice attached in PDF format to the e-mail address notified to the other party. The notice shall be deemed to have been received:
 - 15.3.1 in the case of a notice delivered personally, at the time of delivery; and

- 15.3.2 in the case of a notice sent by post, two clear business days after the date of despatch; and
- 15.3.3 in the case of fax on confirmed completion of transmission; and
- 15.3.4 in the case of e-mail on receipt of an automated delivery receipt or confirmation of receipt from the relevant server.
- 15.4 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number of the relevant party.
- 15.5 This Agreement (together with all the documents which are required by its terms to be entered into by the parties or any of them or which are referred to in this Agreement) constitute the entire agreement between the parties at the execution of this Agreement and supersede any prior agreement, understanding, undertaking, or arrangement between the parties relating to the subject matter of this Agreement and the Consultant Company and the Individual hereby acknowledge that neither of them have any outstanding claims of any kind against each of the Companies or any Group Company.
- 15.6 The obligations and liabilities of the Consultant Company and the Individual under this Agreement shall be joint and several.
- 15.7 This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when entered into shall be an original, but all the counterparts shall together constitute one and the same instrument. A copy sent by facsimile shall constitute adequate proof of the execution of this Agreement by the relevant party.

16 Choice of law and submission to jurisdiction

- 16.1 This Agreement and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law.
- 16.2 The parties irrevocably agree that the English Courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1
Consultancy Fee

Name (1)	Fee (€) (2)
PP Iceland	250,000
PP Norway	100,000
PP Sweden	150,000
Total consultancy fee per Service Year:	500,000

Executed as a deed by **DOMINO'S PIZZA GROUP PLC**)
acting by a director in the presence of:

Director

Signature of witness

Name (in BLOCK CAPITALS)

VICTORIA BIRCH

Address NORTON ROSE FULBRIGHT LLP
3 MORE LONDON RIVERSIDE
LONDON SE1 2AQ

Executed as a deed by **B2B EHF**
acting by a director in the presence of:

Director

Signature of witness

Name (in BLOCK CAPITALS)

VICTORIA BIRCH

Address NORTON ROSE FULBRIGHT LLP
3 MORE LONDON RIVERSIDE
LONDON SE1 2AQ

Signed as a deed by **BIRGIR THOR BIELTVEDT**)
in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

VICTORIA BIRCH

Address NORTON ROSE FULBRIGHT LLP
3 MORE LONDON RIVERSIDE
LONDON SE1 2AQ

Executed as a deed by **PIZZA-PIZZA EHF**
acting by a director in the presence of:

Director

Signature of witness

Name (in BLOCK CAPITALS)

VICTORIA BIRCH

Address NORTON ROSE FULBRIGHT LLP
3 MORE LONDON RIVERSIDE
LONDON SE1 2AQ

Executed as a deed by **PIZZA PIZZA NORWAY AS**
acting by a director in the presence of:

) *Björn Brattvick*
)
Director

Signature of witness *Victoria Birch*
Name (in BLOCK CAPITALS) *VICTORIA BIRCH*
Address *NORTON ROSE FULBRIGHT LLP*
3 MARK LONDON RIVERSIDE
LONDON SE1 2AQ

Executed as a deed by **PIZZA PIZZA SWEDEN AB**
acting by a director in the presence of:

) *Björn Brattvick*
)
Director

Signature of witness *Victoria Birch*
Name (in BLOCK CAPITALS) *VICTORIA BIRCH*
Address *NORTON ROSE FULBRIGHT LLP*
3 MARK LONDON RIVERSIDE
LONDON SE1 2AQ