Private & Confidential

Dated 14 December 2017

DOMINO'S PIZZA GROUP PLC	**(1)**
and	
B2B EHF	**(2)**
and	
BIRGIR THOR BIELTVEDT	**(3)**
and	
PIZZA-PIZZA EHF	**(4)**
and	
DOMINO'S PIZZA NORWAY AS	**(5)**
and	
PPS FOODS AB	**(6)**

CONSULTANCY AGREEMENT DATED 8 JUNE 2016 AS AMENDED AND RESTATED ON 14 December 2017

Contents

This consultancy agreement (the **Agreement**) is entered into on 8 June 2016 as amended and restated on 14 December 2017 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 (**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) **DOMINO'S PIZZA NORWAY AS (FORMERLY 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) **PPS FOODS AB (formerly 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 Krossverksgatan 9B, 216 16 Limhamn , Sweden (**PP Sweden**); PP Iceland, PP Norway and PP Sweden shall each be referred to herein as a **Company** and together the **Companies,**

collectively, the **Parties** and each a **Party**.

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:

Associate means in relation to DPG, a body corporate in which more than twenty percent (20%) of the equity share capital of that body corporate is owned directly or indirectly by DPG or which is under the control of DPG and **control** shall have the meaning ascribed to that term in section 1124 of the Corporation Taxes Act 2010;

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

Baltics means Lithuania, Latvia and Estonia;

Baltics MFA means any agreement entered into with DPIF in respect of the master franchise rights for the Domino's brand in the Baltics;

Baltics MFA Services means all services undertaken in attempting to secure the master franchise rights for the Domino's brand in respect of the Baltics for DPG, as provided by the Consultant Company to DPG;

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;

Company Advisory Services means 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;

DPIF means Domino's Pizza International Franchising Inc (or any of its affiliates);

EBITDA means earnings before interest, tax, depreciation and amortisation;

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 13.7 of the Iceland SHA and any other arrangements entered into by the Consultant Company and/or the Individual with any of the Companies prior to 8 June 2016 which confers any benefits or rights on the Individual and/or the Consultant Company;. For avoidance of doubt, the Option Scheme Agreement, dated 2nd December 2014, which has been exercised, is not a part of Existing Consultancy Agreements;

Finnish Side Letter means the side letter relating to the Finnish MFA entered into by the Individual and DPG on 8 June 2016;

Finnish MFA means any agreement entered into with DPIF in respect of the master franchise rights for the Domino's brand in Finland;

Finnish MFA Services means all services undertaken in attempting to secure the master franchise rights for the Domino's brand in respect of Finland for DPG, as provided by the Consultant Company to DPG;

Group means each of the Companies and the Group Companies;

Group Company means any subsidiary or subsidiary undertaking for the time being of DPG (for which purpose the expression "subsidiary" shall have the meaning ascribed thereto by section 1159 Companies Act 2006 and the expression "subsidiary undertaking" shall have the meaning ascribed thereto by Section 1162 Companies Act 2006);

Iceland SHA means the shareholders agreement in respect of PP Iceland dated 8 June 2016 as amended pursuant to (i) a supplemental agreement dated 29 July 2016 and (ii) a deed of amendment and restatement dated 28 April 2017 and made between, *inter alia*, PP Iceland, the Individual and DPG;

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;

Listing Rules means the Listing Rules, as amended from time to time, of the UK Listing Authority and contained in the UK Listing Authority's publication of the same name;

MFA means the Baltics MFA or the Finnish MFA (as the case may be);

MFA Services means the Finnish MFA Services and the Baltics MFA Services

Original Commencement Date means 1 July 2016;

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;

Restated Commencement Date means the date of this Agreement;

Services means, subject to applicable law, each of the: (i) Company Advisory Services; and (ii) the MFA Services, in accordance with the terms of this Agreement;

Service Year means a one year period beginning on 1 July of each year that the Company Advisory 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, Norway, Sweden or Iceland 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, Norway, Sweden or Iceland 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 the Existing Consultancy Agreements and the Finnish Side Letter

2.1 Each of the Parties hereby agree and acknowledge that:

(a) the Existing Consultancy Agreements terminated on the Original Commencement Date without compensation and each of the Parties acknowledge that no party under the Existing Consultancy Agreements has any other rights, obligations or liabilities under such agreements (including any accrued rights, obligations or liabilities); and

(b) the Finnish Side Letter shall terminate on the Restated Commencement Date without compensation and each of the Parties hereby acknowledge that no party under the Finnish Side Letter has any other rights, obligations or liabilities (including any accrued rights, obligations or liabilities) under that letter.

3 Appointment and term

3.1 With effect from the Original Commencement Date, the Companies shall engage the Consultant Company and the Consultant Company shall make available to the Companies (or, as the case may be, DPG) and to such Group Companies as any Company may request 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 Original Commencement Date and:

(a) in relation to PP Norway and PP Sweden shall continue until 31 May 2022; and

(b) in relation to PP Iceland only shall continue until 31 May 2024,

subject in each case to clause 12.1, whereupon the Agreement will terminate with immediate effect and without compensation.

4 Scope of the Appointment

4.1 During the continuance of the Appointment:

(a) the Consultant Company shall provide the Services through the Individual;

(b) the Consultant Company and the Individual agree that:

(i) the Individual will devote such time to the provision of the Company Advisory Services as the parties mutually agree (both acting reasonably) is necessary for their proper performance;

(ii) it and he will use all due care, skill and ability in the provision of the Company Advisory Services and use reasonable endeavours to promote and advance the interests of each of the Companies (and any other relevant Group Company);

(iii) it and he will observe all such reasonable requests as any Company may make or any directions and restrictions as any relevant regulator may lawfully impose within the scope of the Appointment; and

(iv) it and he will as soon as reasonably practicable give to each Company all such information and reports as such Company may reasonably require in connection with the provision of the Company Advisory Services. The Individual will be available on reasonable notice to provide such assistance or information in connection with the scope of this Agreement as any Company and/or any Group Company may require.

4.2 The Parties accept and agree that the Individual is not required to attend the premises of any of the Companies unless mutually agreed between the parties (both acting reasonably). In the event that the Individual does attend such premises, he agrees 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 Company Advisory 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 as are notified to the Consultant Company or the Individual in advance, 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 in connection with the scope of this Agreement 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.

4.4 During the continuance of the Appointment:

(a) the Consultant Company and the Individual agree that:

(i) the individual will devote such time to the provision of the MFA Services as DPG may reasonably require for their proper performance;

(ii) it and he will use all due care and skill and ability in the provision of the MFA Services and use reasonable endeavours to promote and advance the interests of DPG; and

(iii) it and he will as soon as reasonably practicable give to DPG all such information and reports as DPG may reasonably require in connection with the provision of the MFA Services. The Individual will be available on reasonable notice to provide such assistance or information as DPG may require in connection with the MFA Services.

5 Advisory Fee

5.1 During the term of the Appointment pursuant to clause 3.2 of 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 **Advisory Fee**). The Advisory 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 Advisory 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 12.1 part way through a Service Year, the Advisory 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 Advisory 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).

6 Finland and the Baltics

6.1 Each of DPG, the Individual and the Consultant Company agree that in the event that the Individual, in providing the MFA Services, secures the master franchise rights in respect of Finland or any of the Baltics for DPG by 8 June 2021, a new subsidiary shall be incorporated which shall have the benefit of the master franchise rights for Finland. A separate new subsidiary (if applicable) shall be incorporated which will have the benefit of the master franchise rights for the Baltics (each a **New Subsidiary**). In such circumstances each New Subsidiary will:

(a) have a share capital owned 90% by DPG (or a subsidiary of DPG) and 10% by the Individual (either directly or through a company in which the Individual has a majority shareholding) (each shareholding being an **Initial Share** and together the **Initial Shares**). The price payable by DPG (or a subsidiary of DPG) and by the Individual for each Initial Share will be the same. In consideration of the Individual securing such master franchise rights, DPG will pay the Individual a further consultancy fee to be satisfied as follows:

(i) (if applicable) the sum of €500,000 plus VAT on the basis that the Individual uses such funds (net of VAT) for the sole purpose of paying, in whole or in part, the subscription price for the Individual's 10% interest in the New Subsidiary incorporated in Finland; and

(ii) (if applicable) the sum of €500,000 plus VAT on the basis that the Individual uses such funds (net of VAT) for the sole purpose of paying, in whole or in part, the subscription price for the Individual's 10% interest in the New Subsidiary incorporated for the Baltics,

being a total of €1,000,000 in aggregate (**Equity Contribution**). For the avoidance of doubt Schedule 2 sets out an example of how the Initial Shares are to be subscribed for by DPG and the Individual and how the Equity Contribution shall be allocated to each relevant New Subsidiary;

(b) provide the Individual with an option (**Individual Option**) to acquire a further 5% of the share capital of each New Subsidiary (the **Further Shares**) at an exercise purchase price to be equal to the fair market value of the New Subsidiary (to be agreed between the parties acting in good faith) as at the date of grant of such Individual Option plus interest at the rate of UK LIBOR plus 3%. The Individual Option will be subject to a three year vesting period from the date of the relevant shareholders agreement for the relevant New Subsidiary. The Individual will have six months to exercise the Individual Option once the Individual Option has vested. There shall be a deemed exercise of the Individual Option if the relevant First Put Option or the relevant First Call Option (as defined below) for the relevant New Subsidiary is exercised;

(c) be subject to a shareholders agreement (which will be entered into in due course between DPG and the Individual (and/or his connected companies) (the **New Subsidiary Shareholders' Agreement**) which will include:

(i) appropriate put and call options in favour of DPG as follows:

(A) **First Put Option and First Call Option** – each of these options will be over two-thirds of the shares held by the Individual in each relevant New Subsidiary at the time of exercise. Each of these options will be exercisable during the period between three and four years after the date of the relevant New Subsidiary Shareholders' Agreement (The First Put Option and the First Call Option together being the **First Options**); and

(B) **Second Put Option and Second Call Option** – each of these options will be over the remaining shares held by the Individual in each relevant New Subsidiary at the time of exercise. Each of these options will be exercisable during the period between six and six and a half years after the date of the relevant New Subsidiary Shareholders' Agreement (the Second Put Option and the Second Call Option together being the **Second Options**).

The price paid to the Individual (and/or his connected companies) under the relevant put and call options in favour of DPG shall be calculated on the basis of the fair market value of the relevant New Subsidiary at the time of exercise of the relevant option which shall be agreed between the parties (acting in good faith) or failing such agreement by an independent third party valuer (**3PV**). The 3PV shall be an international accounting firm (being one of Deloitte, Ernst & Young, KPMG or PwC). The fees for the 3PV will be paid in equal proportions by DPG and the Individual. The valuation will take into account the net financial indebtedness and the required level of working capital of the relevant New Subsidiary. The fair market enterprise value shall not be more than an amount equal to 1.6 x sales of the relevant New Subsidiary (in the financial year immediately preceding the exercise of the relevant option). The maximum aggregate purchase price payable under the relevant First Options and the relevant Second Options for the shares subject to these options shall be £20,000,000; and

(ii) certain minority shareholder consent rights in favour of the Individual which shall relate only to increases and decreases in share capital of the relevant New Subsidiary to prevent dilution without the Individual's consent,

(d) be a party to the relevant MFA; and

(e) subject to clause 6.1(a), be funded by DPG and the Individual pro rata to their shareholding in each New Subsidiary, having regard to the market opportunities and subject to DPG's obligations under the Listing Rules.

6.2 Any payments required under clause 6.1 will be subject to such deductions by any Group Company as are required by law (if any).

7 Expenses

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. Receipted expense claims should be submitted to:

FAO: Company Secretary
Domino's Pizza Group plc
1 Thornbury
West Ashland
Milton Keynes
UK
MK6 4BB

8 Other activities and conflicts of interest

The Consultant Company 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.

9 Confidential Information and Company Property

9.1 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 9.

9.2 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:

(a) 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

(b) 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).

10 Intellectual Property

10.1 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 or DPG, 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 (or, as the case may be, DPG).

10.2 The Consultant Company and the Individual undertake to DPG and to each of the Companies:

(a) to notify to DPG and each relevant Company in writing full details of all Inventions promptly on their creation;

(b) to keep confidential the details of all Inventions; and

(c) 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.

10.3 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.

11 Data Protection

11.1 The Consultant Company and the Individual consent to:

(a) the Companies (or, as the case may be, DPG) 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:

(i) information about the Individual's physical or mental health or condition in order to monitor sickness absence;

(ii) the Individual's racial or ethnic origin or religious or similar beliefs in order to *monitor compliance with equal opportunities legislation; and*

(iii) 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;

(b) 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

(c) 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.

11.2 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.

12 Termination

12.1 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:

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

(b) 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

(c) 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

(d) 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.

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

13 Obligations upon termination

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

(a) immediately deliver to DPG or any such Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of DPG or such Company and/or any Group Company or its or their business contacts, and any other property of DPG or 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 DPG or 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 DPG; and

(b) irretrievably delete any information relating to the business of DPG or 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 DPG or any Company or the relevant Group Company.

14 The Individual

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

(a) 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;

(b) 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

(c) not without the prior written consent of DPG and the Companies terminate the employment of the Individual.

14.2 Any requirement, direction or instruction to be given to the Consultant Company pursuant to clause 14.1 may be given orally to the Individual or by notice in writing to the Consultant Company.

14.3 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.

15 Status and Indemnity

15.1 The relationship of the Consultant Company (and the Individual) to each of DPG and 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 DPG and each such Company and neither the Consultant Company nor the Individual shall hold itself or himself out as such.

15.2 Nothing in this Agreement shall constitute the Consultant Company or the Individual acting as an agent of DPG or any member of the Group.

15.3 The Consultant Company and the Individual jointly and severally covenant with DPG and each Company to pay, promptly upon written demand from DPG, to DPG and/or each Group Company an amount equal to any Taxes (and any related costs and expenses) incurred by that Company and/or 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 DPG or that (or any other) Company or Group Company other than: (i) any Taxes which are, or should have been, deducted in accordance with clauses 5.5 or 6.2; or (ii) any Taxes which the relevant Company or, as the case may be, DPG has recovered from the Consultant Company or the Individual under the indemnity in clauses 5.5 or 6.2.

16 Notices and other matters

16.1 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.

16.2 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.

16.3 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:

(a) in the case of a notice delivered personally, at the time of delivery; and

(b) in the case of a notice sent by post, two clear business days after the date of despatch; and

(c) *in the case of fax on confirmed completion of transmission; and*

(d) in the case of e-mail on receipt of an automated delivery receipt or confirmation of receipt from the relevant server.

16.4 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.

16.5 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.

16.6 The obligations and liabilities of the Consultant Company and the Individual under this Agreement shall be joint and several.

16.7 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.

17 Choice of law and submission to jurisdiction

17.1 This Agreement and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law.

17.2 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

Schedule 2

The shareholders of any New Subsidiary shall be DPG and the Individual (with DPG owning 90% and the Individual 10% of the New Subsidiary's share capital).

Example 1

If the New Subsidiary is capitalised with €5m equity DPG would subscribe €4.5m for its 90% interest in New Subsidiary and would provide the Individual with funds of €500,000 so that he could subscribe for his 10% interest in New Subsidiary. The Individual must use the full €500,000 to subscribe for his 10% interest in the New Subsidiary.

Example 2

If New Subsidiary was capitalised with €10m equity DPG would subscribe €9m for its 90% interest in New Subsidiary and would provide the Individual with €500,000. The Individual would use these funds plus €500,000 of his own funds to subscribe for his 10% interest in New Subsidiary.

The same principles set out in Example 1 and Example 2 would apply to the second New Subsidiary.

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) ALEX PRESS
....
Address ....Domino's Pizza UK & Ireland Limited........
........1 Thornbury........
........West Ashland........
Milton Keynes
MK6 4BB

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

Director

Signature of witness..
Name (in BLOCK CAPITALS)
....
Address ....
....
....

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

Signature of witness..
Name (in BLOCK CAPITALS)
....
Address ....
....
....

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

Director

Signature of witness..
Name (in BLOCK CAPITALS) ALEX PRESS
....
Address ....Domino's Pizza UK & Ireland Limited........
........1 Thornbury........
........West Ashland
Milton Keynes
MK6 4BB

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)
....
Address ....
....
....

Executed as a deed by **B2B EHF**) BIRGIR BIELTVEDT
acting by a director in the presence of:) Birgir Bieltvedt
Director

Signature of witness ....
Name (in BLOCK CAPITALS)
JENS MARK
Address SKIPPER CLEMENTS ALLE 7, 2300 KBH. S
DANMARK.
....

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

Signature of witness ....
Name (in BLOCK CAPITALS)
JENS MARK
Address SKIPPER CLEMENTS ALLE 7, 2300 KBH. S
DANMARK
....

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

Signature of witness ....
Name (in BLOCK CAPITALS)
....
Address ....
....
....

Executed as a deed by **DOMINO'S PIZZA NORWAY AS**)
acting by a director in the presence of:) ....

Director

Signature of witness..
Name (in BLOCK CAPITALS) ALEX PRESS
....
Address .... Domino's Pizza UK & Ireland Limited ....
.... 1 Thornbury ....
.... West Ashland ....
Milton Keynes
MK6 4BB

Executed as a deed by **PPS FOODS AB**)
acting by a director in the presence of:) ....

Director

Signature of witness..
Name (in BLOCK CAPITALS) ALEX PRESS
....
Address ....
.... Domino's Pizza UK & Ireland Limited ....
.... 1 Thornbury ....
West Ashland
Milton Keynes
MK6 4BB