

DOMINO'S PIZZA GROUP PLC

-and-

DP NORWAY AS

TRANSITIONAL SERVICES AGREEMENT

[●] 2020

FRIED FRANK

41 Lothbury
London
EC2R 7HF
Tel: +44 20 7972 9600
Fax: +44 20 7972 9602

TABLE OF CONTENTS

	Page Nos.
1. DEFINITIONS AND INTERPRETATION	2
2. TERM	6
3. SUPPLY OF THE SERVICES AND PROVISION OF OLE MORTEN LUNDE SERVICES TO PPS	6
4. COMPANY OBLIGATIONS	7
5. CHANGES TO THE SERVICES	8
6. CHARGES AND PAYMENT	8
7. RELIEF EVENTS	9
8. FORCE MAJEURE	9
9. EXCLUSIONS AND LIMITATIONS OF LIABILITY	10
10. TERMINATION	10
11. CONSEQUENCES OF EXPIRY OF TERMINATION	11
12. CONFIDENTIALITY	12
13. DATA PROTECTION	13
14. INTELLECTUAL PROPERTY	16
15. ASSIGNMENT	17
16. SUBCONTRACTING	17
17. DISPUTE RESOLUTION	17
18. NOTICES	17
19. ENTIRE AGREEMENT	18
20. AMENDMENTS AND WAIVERS	18
21. NO PARTNERSHIP OR AGENCY	18
22. INDEPENDENT CONTRACTORS	18
23. PARTIAL INVALIDITY	18
24. SEVERABILITY	18
25. WAIVER	19
26. RELEASE	19
27. THIRD PARTY RIGHTS	19
28. INJUNCTIONS AND SPECIFIC PERFORMANCE	19
29. FURTHER ASSURANCES	19
30. COUNTERPARTS	19
31. JURISDICTION AND GOVERNING LAW	19
SCHEDULE 1 IT STORE SUPPORT SERVICES	20
SCHEDULE 2 ADDITIONAL SUPPORT SERVICES	22
SCHEDULE 3 MIGRATION SUPPORT SERVICES	23
APPENDIX I NORWAY CHANGE REQUEST PROCESS	24

This transitional services agreement (the "**Agreement**") is entered into on 2020.

BETWEEN

- (1) **DOMINO'S PIZZA GROUP PLC**, a public limited company duly incorporated and organized under the laws of England and Wales with company number 38533545 and having its registered office at 1 Thornbury, West Ashland, Milton Keynes MK6 4BB, United Kingdom ("**DPG**"); and
- (2) **DP NORWAY AS**, a private limited company duly incorporated and organized under the laws of Norway, with company number 913169883 and having its registered address at Kabelgata 8, 0580 Oslo, Norway (the "**Company**" or "**DPN**").

each a "**Party**" and together the "**Parties**".

BACKGROUND

- (A) Prior to the completion of the Share Purchase Agreement (as defined herein), the DPG Group (as defined herein) provided certain services to the DPN Group (as defined herein).
- (B) Pursuant to the Share Purchase Agreement, DPG has agreed to sell its entire shareholding in the Company to the Buyer (as defined herein).
- (C) In connection with the transaction contemplated by the Share Purchase Agreement, DPG has agreed to provide, or procure from the relevant member of the DPG Group the provision of, certain services on a transitional basis to the DPN Group and to provide, or procure the provision of, such resources as are reasonably required to support the migration of certain services to the DPN Group, each upon the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

"**Additional Support Services**" means the services set out in column B of Schedule 2;

"**Agreement Personal Data**" means Personal Data which is to be Processed under this Agreement;

"**Applicable Law**" means:

- (a) any law and any legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any legally binding industry code of conduct or guideline, in each case, according to the law of England and Wales or Norway; and

- (b) any non-binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any non-binding industry code of conduct or guideline,

which, in either case, applies to the parties to this Agreement or relates to the subject matter of this Agreement;

"**Business Day**" means a day, other than a Saturday, Sunday, bank holiday or public holiday, when banks are open for general banking business (other than for internet banking services only) in London, United Kingdom and Oslo, Norway;

"**Business Hours**" means 9:00 am to 5:00 pm on a Business Day;

“Buyers” has the meaning given to such term in the Share Purchase Agreement;

“Change in Law” means the coming into effect of a new Applicable Law;

“Charges” means:

- (a) in respect of providing the IT Store Support Services, the Weekly Store Support Fee;
- (b) in respect of providing the Additional Support Services, the fees set out in column C of Schedule 2; and
- (c) in respect of providing the Migration Support Services, the charges incurred by the DPG Group in providing the relevant service at cost;

“Control” means in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise;

“Completion” has the meaning given to it under the Share Purchase Agreement;

“Costs” means additional reasonable costs necessarily incurred or to be incurred by the DPG Group in the performance of the relevant Services pursuant to this Agreement as a result of a Change in Law;

“Data Protection Laws” means any laws in force in the United Kingdom and/or Norway from time to time that relate to data protection, the processing of personal data and privacy applicable to the parties to this Agreement and/or the subject matter or performance of this Agreement; and references to “Controller”, “Data Subjects”, “Personal Data”, “Process”, “Processed”, “Processing” and “Processor” have the meanings set out in, and will be interpreted in accordance with, such laws;

“Data Security Incident” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed;

“Data Subject” has the meaning given to it Data Protection Laws;

“DPG Account” means:

Account Name: Domino's Pizza Group plc

Bank: Barclays Bank

Account Number: 63897516

Sort Code: 20-57-57

Reference: Project Raptor: Transitional Services

“DPG Group” means DPG and its Group Companies and **“DPG Group Company”** shall be construed accordingly;

“DPN Group” means DPN and its Group Companies and **“DPN Group Company”** shall be construed accordingly;

“DPZ” means Domino's Pizza, Inc;

“European Union” means the Union established by the Treaty on European Union signed at Maastricht on 7 February 1992, as amended by any later treaty, being the member states of the European Union from time to time;

“Expiry Date” means 04.00 on the date that is six months from the date of this Agreement (or such later date as mutually agreed upon by the Parties in accordance with clause 2.2);

“Force Majeure Event” means any circumstance beyond the reasonable control of a Party including, without limitation, acts of god, war, flood, fire, acts of any governments or public authority, national strike, lock-out or industrial action (in each case excluding the workforce of the relevant Party) or acts of terrorism;

“Group Company” means in respect of a person, any other person that directly or indirectly Controls, or is under common Control with, or is Controlled by such persons and **“Group”** and **“Group Companies”** shall be construed accordingly;

“IT Store Support Services” means the services set out in column B of Schedule 1;

“LIBOR” means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant currency and the relevant period (that is closest in time to the period in which the relevant amount is outstanding under clause 6.8) displayed on the relevant Thompson Reuters screen, as of 11:00am (London time). If such page or information service ceases to be available or LIBOR ceases to be published, the Parties shall within ten (10) Business Days from such event agree such other page or service displaying the relevant rate and/or agree a replacement rate appropriate for the purposes of calculating interest under this Agreement;

“Migration Support Services” means the services set out in column B of Schedule 3;

“Ole Morten Lunde Contract” means the employment contract between the Company and Ole Morten Lunde effective from 27 April 2017;

“PPS” means PPS Foods AB;

“Process”, **“Processed”** and **“Processing”** have the meaning given to them under Data Protection Laws;

“Processor” has the meaning given to it under Data Protection Laws;

“Processor Party” has the meaning given to in in clause 13.1;

“Recoverable Costs” means reasonable costs, including legal and other professional costs and costs of enforcement;

“Recoverable Liabilities” means all losses, liabilities, Recoverable Costs, damages and expenses that the indemnified party does or will reasonably and properly incur or suffer, all claims or proceedings made, brought or threatened against the indemnified party by any person and all losses, liabilities, Recoverable Costs, damages and expenses the indemnified party does or will reasonably and properly incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding ;

“Relief Event” means (i) any act or omission of the Company that may be reasonably expected to result in DPG’s (or the relevant DPG Group Company’s) failure to perform the Services in accordance with this Agreement, (ii) any breach by Company of its obligations under this Agreement and (iii) any Third Party Dependency Failure;

“Restricted Transfer” means a transfer of Agreement Personal Data which is undergoing Processing or which is intended to be Processed after transfer, to a country or territory to which

such transfer is prohibited or subject to a requirement to take additional steps to adequately protect the Agreement Personal Data for the transfer to be lawful under the Data Protection Laws;

“Services” means each of the IT Store Support Services, the Additional Support Services and the Migration Support Services and **“Service”** shall be construed accordingly;

“Share Purchase Agreement” means the share purchase agreement between, inter alia, DPG and the Buyers, relating to the sale of DPG’s shareholding in the Company to the Buyer dated 13 February 2020;

“Start Date” means the date of Completion;

“Sub-Processor” means any third party appointed by the Processor Party to Process Agreement Personal Data;

“Supervisory Authority” means any governmental or regulatory authority responsible for enforcing any Data Protection Laws and any replacement or successor body or person for any such authority from time to time;

“Term” means the period starting on the Start Date and ending on the Termination Date;

“Termination Date” means the date on which this Agreement expires, being the Expiry Date, or the date on which the Agreement is terminated for any reason in accordance with its terms;

“Third Party” means any person that is not a DPG Group Company;

“Third Party Dependency Failure” means any failure by a Third Party which results in any member of the DPG Group failing to provide the Services; and

“Weekly Store Support Fee” means the weekly store support fee payable by the Company to DPG in consideration for the provision of the IT Store Support Services, being £55 per week;

In this Agreement:

- 1.1 headings are for ease of reference only and do not affect interpretation; and
- 1.2 unless the context otherwise requires:
 - 1.2.1 the singular includes the plural and vice versa and a gender includes other genders;
 - 1.2.2 another grammatical form of a defined word or expression has a corresponding meaning;
 - 1.2.3 a reference to a clause, section, paragraph, schedule or annexure is to a clause, section or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedule or annexure;
 - 1.2.4 a reference to a document or instrument, includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - 1.2.5 a reference to time is to the time in Oslo, Norway;
 - 1.2.6 a reference to a Party to this Agreement, and a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;

- 1.2.7 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- 1.2.8 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.9 the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- 1.2.10 unless expressly stated, no Party enters into this Agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- 1.2.11 if the day required for doing an act is not a Business Day, the act shall be done instead on the next Business Day; and
- 1.2.12 a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it.

2. TERM

- 2.1 This Agreement will take effect on the Start Date and, unless terminated earlier in accordance with its terms, will terminate on the Expiry Date.
- 2.2 At any time, but at least fourteen (14) Business Days prior to the Expiry Date, the Parties may mutually agree in writing a further extension to the Term of this Agreement for an additional period following the Expiry Date.

3. SUPPLY OF THE SERVICES AND PROVISION OF OLE MORTEN LUNDE SERVICES TO PPS

Supply of Services to the Group

- 3.1 In consideration of the payment by the Company of the Charges in accordance with clause 6, DPG will use its reasonable endeavours to provide, or procure the provision by the relevant member of the DPG Group, each of the Services to the relevant member of the DPN Group during the Term in accordance with the terms of this Agreement.
- 3.2 The Company acknowledges that DPG (or the relevant member of the DPG Group) will use its reasonable endeavours to provide each Service in compliance with Applicable Laws and to a standard and quality which is equivalent to the standard to which that Service was provided to the Company in the six (6) month period ending on the day before the Start Date.
- 3.3 If a Change in Law occurs or is shortly to occur and that Change in Law requires any changes to be made to the terms of this Agreement, DPG will determine the relevant changes that are required to be made, which will be the minimum changes reasonably and properly required so that the Parties and the Services provided pursuant to this Agreement comply with Applicable Law as varied by that Change in Law. DPG will give written notice of those changes to the Company and will take into account the Company's reasonable comments in respect of such changes, and, with effect from the time required by the relevant Change in Law, this Agreement will be deemed to be varied to incorporate them.
- 3.4 If any changes made to the terms of this Agreement in accordance with clause 3.3 result in Costs, then for the avoidance of doubt, DPG may recover such Costs through the Charges payable pursuant to this Agreement.

- 3.5 DPG (or the relevant member of the DPG Group) shall provide such resources as are reasonably required to provide the Migration Support Services to the Company to facilitate the Company operating on a standalone basis.

Provision of Ole Morten Lunde Services

- 3.6 The Company acknowledges that pursuant to the Ole Morten Lunde Contract, Ole Morten Lunde provides services to both the Company and PPS, with the cost of providing such services being shared 50:50 between the Company and PPS. Subject to clause 3.7, it is agreed that the Company will procure that Ole Morten Lunde continue to provide such services to PPS and the cost of the provision of such services (being 50% of his salary, his bonus entitlements in respect of PPS and social costs in respect of his salary and bonus entitlements) will be borne by PPS.
- 3.7 In the event that either PPS or the Company gives notice (the “**Notifying Party**”) to the other (the “**Receiving Party**”) that it no longer requires the services of Ole Morten Lunde, the Receiving Party shall, within forty five (45) days of receiving such notice (the “**Response Date**”), confirm to the Notifying Party whether it wishes to retain the services of Ole Morten Lunde. In the event that the Receiving Party:
- 3.7.1 confirms to the Notifying Party that it wishes to retain the services of Ole Morten Lunde, the Notifying Party shall pay 50% of any salary payments and social costs due to Ole Morten Lunde for a period of six months from the Response Date; or
 - 3.7.2 confirms to the Notifying Party that it does not wish to retain the services of Ole Morten Lunde, the Notifying Party and the Receiving Party shall each pay 50% of any salary and social costs in respect of his salary until a severance agreement is reached and any severance costs (including salary payments, social costs, any payment in lieu of notice or statutory or ex-grata amounts) paid to Ole Morten Lunde pursuant to such severance agreement.

4. COMPANY OBLIGATIONS

- 4.1 The Company shall:
- 4.1.1 use reasonable endeavours to migrate away from the Services as soon as reasonably practicable, and in any event before expiry of the Term (which shall include making relevant personnel available to the relevant DPG Group Company at reasonable times upon DPG’s request to assist the relevant DPG Group Company with decoupling the Company’s network and equipment from DPG’s network and equipment). Each of the Parties acknowledge that DPG (or the relevant DPG Group Company) will support the Company in decoupling from DPG’s network and migrating from DPG’s information technology and data warehousing systems (the “**Migration**”) by providing the Migration Support Services to the Company;
 - 4.1.2 provide on a timely basis such information as in its possession and control and which the Company may reasonably require for the purposes of provision of the Services (subject to Applicable Law).
 - 4.1.3 participate in discussions regarding the provision of the Services to the extent reasonably required by the relevant DPG Group Company in order to facilitate provision of the Services;
 - 4.1.4 notify DPG of any failures or deficiencies in the provision of the Services under this Agreement;

- 4.1.5 ensure that the identity of any Company personnel whose decisions or presence are necessary for the receipt and use of the Services (or have, or are expected to have, access to any information technology or data systems used in connection with the provision of the Services) are notified in advance to DPG (or to the relevant DPG Group Company) (the “**Company Personnel**”) and are instructed to sign DPG’s then current IT security policy confirming they will comply with it prior to assisting with the provision of the Services;
- 4.1.6 maintain reasonable information technology security measures to protect DPG’s systems from third parties intrusion and not attempt to gain access to, use or interfere with any information technology systems or data systems or data used or processed by DPG except to the extent necessary to receive the Services;
- 4.1.7 provide such access to and/or use of its premises or personnel as may reasonably be required by DPG (or to the relevant DPG Group Company) in connection with the provision of the Services; and
- 4.1.8 ensure that the Company Personnel are available at all reasonable times on reasonably notice for consultation or on any matter relating to the Services.

5. **CHANGES TO THE SERVICES**

- 5.1 Subject to the provisions of clauses 3.3 and 3.4, any changes to the scope, Charges, nature, volume, duration or execution of any of the Services will be agreed by the Parties in good faith in writing and signed by a duly authorised representative on behalf of each of the Parties
- 5.2 In respect of providing the Remote Menu Management service (as set out in row 1 of Schedule 2), the Parties agree to comply with the process and delivery timeframes in the “Norway Change Request Process” as set out in Appendix I to this Agreement.

6. **CHARGES AND PAYMENT**

- 6.1 The Company will pay, or procure the payment of, the Charges invoiced by DPG and any other sums payable, to DPG in accordance with this clause 6.
- 6.2 In addition to the Charges, the Company shall pay the out of pocket costs and expenses reasonably and properly incurred by DPG (or the relevant DPG Group Company) from time to time in performing the Services (“**Out-of-Pocket Expenses**”). To the extent not otherwise stated in the Agreement, any sum payable under this Agreement is exclusive of VAT (to the extent applicable) (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which, if applicable, will be payable in addition to that sum in the manner and at the rate prescribed by Applicable Law from time to time, subject to receipt by the paying Party of a valid VAT invoice.
- 6.3 DPG shall be entitled to invoice the Company for the Charges for the Services performed and Out-of-Pocket Expenses payable in accordance with clause 6.2 on a monthly basis in advance.
- 6.4 Each invoice will be a valid VAT invoice and shall include a narrative explaining the services provided in respect of the relevant invoice. DPG will submit invoices (in both electronic and hard copy format) to an e-mail address and address as may be notified to it by the Company from time to time.
- 6.5 Invoices shall be payable by the Company within 30 days of receipt of such invoice.
- 6.6 If any part of the Charges is subject to a bona fide dispute between DPG and the Company, the following provisions shall apply:

- 6.6.1 The Company shall pay to DPG within 30 days after the date of receipt by the Company of the relevant invoice, all amounts not disputed by the Company;
 - 6.6.2 The Company shall notify DPG within 30 days after the date of receipt by the Company of the relevant invoice of any disputed items including reasonable details of the Company's reasons for disputing the relevant items; and
 - 6.6.3 The Parties shall seek to reach settlement of the items that are subject to the dispute in accordance with clause 17.
- 6.7 All payments will be made in pounds sterling in available cleared funds by electronic transfer to the DPG Account.
- 6.8 If any sum payable under this Agreement is not paid on or before the due date for payment DPG will be entitled to charge the Company interest on that sum at 2% per annum above LIBOR from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.

7. RELIEF EVENTS

- 7.1 DPG shall not be in breach of this Agreement to the extent that its, or the relevant DPG Group Company's, failure to provide or procure the provision of any of the Services is a result of a Relief Event.
- 7.2 On the occurrence of a Relief Event, DPG (or the relevant DPG Group Company) shall:
- 7.2.1 upon becoming aware of the Relief Event, provide the Company, as soon as reasonably practicable, with notice of the Relief Event and provide the Company with reasonable details of it; and
 - 7.2.2 use all reasonable endeavours to provide or procure the provision of the relevant Services to the extent it is reasonably able to do so, taking into account the Relief Event.
- 7.3 If the circumstances of the Relief Event persists for more than 30 Business Days, either Party may (without prejudice to its other rights or remedies, if any), terminate the provision of the Services affected by the Relief Event immediately on written notice to the other Party.
- 7.4 DPG (or the relevant DPG Group Company) shall use reasonable endeavours to remedy any Relief Event which is a Third Party Dependency Failure, to the extent it is able to do so.
- 7.5 DPG (or the relevant DPG Group Company) shall be entitled, without liability, to suspend the provision of any of the Services in order to carry out routine or emergency maintenance work on the information technology systems owned or used by it from time to time, provided that DPG (or the relevant DPG Group Company) shall provide the Company with reasonable notice of any routine maintenance of which it becomes aware and which it considers will or is reasonably likely to lead to DPG (or the relevant DPG Group Company) suspending the provision of any of the Services.

8. FORCE MAJEURE

- 8.1 Subject to clause 8.2, neither Party (the "**Claiming Party**") shall be liable to the other (the "**Non Claiming Party**") for any delay or non-performance of its obligations under this Agreement if the delay or non-performance arises from any Force Majeure Event. The Claiming Party shall promptly notify the Non Claiming Party of such circumstances. If such delay or failure persists for more than 30 days, the Non Claiming Party may terminate this Agreement or the affected Service by notice to the Claiming Party. The Company shall not be obliged to pay Charges

covering such period that DPG (or the relevant DPG Group Company) is unable to provide or procure the provision of the Services due to a Force Majeure Event.

8.2 Clause 8.1 does not apply to any delay or non-performance by the Company to pay the Charges or any other sum payable under this Agreement.

9. EXCLUSIONS AND LIMITATIONS OF LIABILITY

9.1 Subject to clause 9.3, the maximum aggregate liability of each Party shall be limited to the sum of any Charges or other amounts actually paid or payable to the DPG Group in accordance with the terms of this Agreement.

9.2 Subject to clause 9.3, no Party will have liability to the other:

9.2.1 for any indirect or consequential loss, including loss of profits (whether direct or indirect); or

9.2.2 to the extent that the liability arises as a result of any breach by the other Party of its obligations under this Agreement.

9.3 Nothing in this Agreement will operate to exclude or limit any liability of a Party for its fraud, fraudulent misrepresentation or wilful default or for any matter which it is not permitted by Applicable Law to exclude or limit.

9.4 Nothing in this clause 9 will prevent or restrict the right of a Party to seek injunctive relief or specific performance or other discretionary remedies of the court.

9.5 The Parties agree that they have negotiated this clause 9 and the allocation of risk in this clause is a fair and equitable position. It is further agreed that DPG, or the relevant member of the DPG Group, is providing the Services on a transitional basis only and that the Agreement is only being entered into as a result of specific circumstances arising from the transaction under the Share Purchase Agreement and this clause 9 shall be interpreted in that context.

9.6 The exclusions from and limitations of liability contained in this clause 9 will apply after as well as before the Termination Date.

9.7 The invalidity or unenforceability of any one sub-clause of this clause 9 will not affect the validity or enforceability of any other sub-clauses and will be considered severable from each other.

9.8 Subject to clause 9.3, all warranties, conditions and other terms implied by Applicable Law (whether by statute, common law or otherwise) are excluded from this Agreement.

10. TERMINATION

10.1 If a Party;

10.1.1 commits a material breach of this Agreement which cannot be remedied; or

10.1.2 commits a material breach of this Agreement which can be remedied but fails to remedy that breach within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the other Party,

the other Party may terminate this Agreement by giving not less than 14 days' written notice to that effect to the Party in breach from the date of the material breach occurring, or the terminating Party becoming aware of it, whichever is the later.

- 10.2 A material breach can be remedied if the Party in breach can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence.
- 10.3 Either Party may terminate this Agreement immediately by giving written notice to that effect if the other Party enters insolvency or bankruptcy, winding up or analogous proceedings in any jurisdiction (“**Insolvency**”). Each Party will notify the other Party immediately upon it becoming Insolvent.
- 10.4 DPG may terminate this Agreement immediately by giving written notice to that effect to the Company if any entity other than the Buyer acquires Control of the Company.
- 10.5 Any of the IT Support Services or the Additional Services shall be capable of being terminated on the Company providing one (1) months’ prior written notice to DPG instructing the relevant member of the DPG Group to terminate the provision of the relevant Service(s)., provided the proposed termination date falls before the Expiry Date. The Company acknowledges and agrees that in the event that the Company elects to terminate the provision of any of the IT Store Support Services in accordance with this clause 10.5, such termination shall not result in a reduction or any form of adjustment to the Weekly Store Support Fee.
- 10.6 Following the completion of the Migration (to each Party’s reasonable satisfaction) but no earlier than three (3) months following the date of Completion, the Company may terminate the Agreement on providing one (1) months’ prior written notice to DPG.
- 10.7 The rights of termination set out in this Agreement are in addition to and not in substitution for any rights of termination which may exist at common law.

11. CONSEQUENCES OF EXPIRY OF TERMINATION

Following the Termination Date:

- 11.1 The following provisions shall continue in force:
- 11.1.1 clauses 1, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, together with any other provisions which expressly or impliedly continue to have effect; and
 - 11.1.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the Termination Date.
- 11.2 Within 14 days after the Termination Date each Party will return to the other Party all property (whether tangible or intangible) of the other Party in its possession or control. This clause 11.2 will not apply to Confidential Information and clause 12 will apply instead.
- 11.3 Each Party will, upon request, confirm to the other Party in writing that it has complied with clause 11.2.
- 11.4 On termination or expiry of a Service, or part of a Service, or this Agreement (in accordance with its terms):
- 11.4.1 except as provided in clause 9.1, and subject to any rights or obligations that have accrued before termination, neither Party shall have any further obligation to the other Party for the Service, the part of a Service or this Agreement, as appropriate; and

11.4.2 DPG will be entitled to invoice all Charges and expenses incurred for Services performed which have not yet been invoiced.

12. **CONFIDENTIALITY**

12.1 In this Agreement, "Confidential Information" means:

12.1.1 Any information (whether written, oral, in electronic form or in any other media) that is disclosed in connection with this Agreement by or on behalf of a Party (the "**Discloser**") (or one of the Discloser's representatives) to the other Party (the "**Recipient**") or any of the Recipient's representatives whether before, on or after the date of this Agreement and that relates (in whole or in part) to the Discloser or any of the Discloser's Group Companies;

12.1.2 the terms of or subject matter of this Agreement, and in respect of such information each Party will be deemed to be a Recipient; and

12.1.3 any trade secret (as that term is defined in regulation 2 of the Trade Secrets (Enforcement, etc) Regulations 2018) where the Discloser is the trade secret holder.

12.2 The Recipient will, subject to clause 12.3:

12.2.1 keep the Confidential Information secret and will only disclose it in the manner and to the extent expressly permitted by this clause 12;

12.2.2 use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Agreement;

12.2.3 only make such copies, summaries, extracts, transcripts, notes, reports, analyses and recordings (in any form of media) that use, contain or are based on (or derived from) Confidential Information as are reasonably necessary to perform its obligations and exercise its rights under this Agreement; and

12.2.4 keep the Confidential Information safe and secure and apply to it documentary and electronic security measures that match or exceed those the Recipient operates in relation to its own confidential information and will never exercise less than reasonable care.

12.3 The Recipient may disclose Confidential Information:

12.3.1 to:

(a) those of the Recipient's representatives and advisers who need access to that Confidential Information in order for the Recipient's obligations under this Agreement to be performed and the Recipient's rights under this Agreement to be exercised; and

(b) the Recipient's Group Companies.

provided that, prior to any such disclosure, the Recipient must make such person aware of the fact that the Confidential Information is confidential and secret and the obligations of confidentiality contained in this clause 12. The Recipient will procure that persons to whom the Discloser's Confidential Information is disclosed will be subject to confidentiality obligations substantially equivalent to those contained in this clause 12. The Recipient will be liable for the acts and

omissions of such persons in respect of the Discloser's Confidential Information as if they were acts or omissions of the Recipient;

12.3.2 for the purpose of any arbitral or judicial proceedings arising out of this Agreement; and

12.3.3 to the extent required by law, by an order of a court of competent jurisdiction or by any securities exchange, listing authority, governmental or regulatory authority to which the Recipient is subject or to which it submits. Where reasonably practicable and lawful the Recipient will notify the Discloser in writing in advance of such disclosure, will consult with the Discloser as to the content, purpose and means of disclosure and will seek to make such disclosure subject to obligations of confidence consistent, so far as reasonably possible, with the terms of this Agreement.

12.4 Within 30 days after the Termination Date the Recipient will, subject to the exception set out in clause 12.5,

12.4.1 if requested to do so, return to the Discloser all of the Discloser's Confidential Information (including all copies and extracts) in its possession or control;

12.4.2 if requested to do so, destroy or permanently erase (if technically feasible without incurring excessive expense and without undue effort) all documents and all records (in any media) created by it or on its behalf that use, concern or are based on any of the Discloser's Confidential Information ("**Records**"); and

12.4.3 cease to use the Discloser's Confidential Information.

12.5 The Recipient may retain any of the Discloser's Confidential Information and/or Records which it has to keep to comply with any Applicable Law or which it is required to retain for taxation purposes. The other provisions of this clause 12 will continue to apply to retained Confidential Information and Records, which may only be used for such purposes.

12.6 The Recipient's obligations under this clause 12 will not extend to Confidential Information which:

12.6.1 at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this clause 12 by the Recipient or any of the Recipient's representatives/advisers; or

12.6.2 the Recipient can prove:

(a) has been received by the Recipient at any time from a third party who did not acquire it in confidence and who is free to make it available to the Recipient; or

(b) was independently developed by the Recipient without any breach of this Agreement.

13. **DATA PROTECTION**

13.1 Where either party acts as a Processor (the "**Processor Party**") in respect of Agreement Personal Data for and on behalf of the other party acting as a Controller (the "**Controller Party**"), the Processor Party shall comply with the obligations set out in this clause 13.

13.2 The Controller Party warrants to the Processor Party that:

- 13.2.1 it has all necessary rights to authorise the Processor Party to Process Agreement Personal Data in accordance with this Agreement and the Data Protection Laws; and
 - 13.2.2 its instructions to the Processor Party relating to Processing of Agreement Personal Data will not put the Processor Party in breach of Data Protection Laws, including with regard to Restricted Transfers.
- 13.3 If the Processor Party reasonably considers that any instructions from the Controller Party relating to Processing of Agreement Personal Data may put the Processor Party in breach of Data Protection Laws, the Processor Party will be entitled not to carry out that Processing and will not be in breach of this Agreement or otherwise liable to the Controller Party as a result of its failure to carry out that Processing.
- 13.4 The Controller Party and the Processor Party will comply with the Data Protection Laws in respect of Agreement Personal Data.
- 13.5 The Processor Party will not engage any third party for the Processing of Agreement Personal Data without the prior written consent of the Controller Party (such consent not to be unreasonably withheld or delayed).
- 13.6 If the Processor Party appoints a Sub-Processor, the Processor Party will put a written contract in place between the Processor Party and the Sub-Processor that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor the same (in substance) terms to those imposed on the Processor Party in this clause 13. The Processor Party will remain liable to the Controller Party for performance of the Sub-Processor's obligations.
- 13.7 The Processor Party will:
- 13.7.1 Process the Agreement Personal Data only on documented instructions from the Controller Party, unless the Processor Party or the relevant Sub-Processor is required to Process Agreement Personal Data to comply with:
 - (a) European Union law or European Union member state law, to which the Processor Party is subject; or
 - (b) if the United Kingdom leaves the European Union, United Kingdom law to which the Processor Party is subject,in which case the Processor Party will notify the Controller Party of such legal requirement prior to such Processing unless such law prohibits notice to the Controller Party on public interest grounds. For the purpose of this clause 13.7, the obligations on the Processor Party to perform the Services are such documented instructions. Nothing in this clause 13.7 will permit the Controller Party to vary the Processor Party's obligations under this Agreement other than in accordance with clause 20, or if required by Data Protection Laws;
 - 13.7.2 without prejudice to clauses 13.2.2 and 13.4, immediately inform the Controller Party if, in its reasonable opinion, any instruction received from the Controller Party infringes any data protection provisions in:
 - (a) European Union law or European Union member state law;
 - (b) if the United Kingdom leaves the European Union, United Kingdom law

in which case the Processor Party will notify the Controller Party of such legal requirement prior to such Processing unless such law prohibits notice to the Controller Party on public interest grounds;

13.7.3 ensure that any individual authorised to Process Agreement Personal Data: (i) is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality; or (ii) complies with clause 13.7.1.

13.7.4 at the option of the Controller Party, delete or return to the Controller Party all Agreement Personal Data after the end of the provision of Services relating to Processing, and delete any remaining copies. The Processor Party will be entitled to retain any Agreement Personal Data which it has to keep to comply with any Applicable Law or which it is required to retain for accounting or taxation purposes. This clause 13, to the extent it remains applicable, will continue to apply to retained Agreement Personal Data.

13.8 The Processor Party will only make a Restricted Transfer if:

13.8.1 a competent authority or body of the United Kingdom or the European Commission (as applicable) makes a binding decision that the country or territory to which the Restricted Transfer is to be made ensures an adequate level of protection for Processing of Personal Data;

13.8.2 the Controller Party has authorised this in writing and the Processor Party or the relevant Sub-Processor provides adequate safeguards for that Restricted Transfer in accordance with Data Protection Laws, in which case the Controller Party will execute any documents (including data transfer agreements) relating to that Restricted Transfer which the Processor Party or the relevant Sub-Processor requires it to execute from time to time; or

13.8.3 the Processor Party or the relevant Sub-Processor is required to make the Restricted Transfer to comply with:

(a) European Union law or European Union member state law, to which the Processor Party is subject; or

(b) if the United Kingdom leaves the European Union, United Kingdom law to which the Processor Party is subject,

in which case the Processor Party will notify the Controller Party of such legal requirement prior to such Restricted Transfer unless such law prohibits notice to the Controller Party on public interest grounds.

13.9 The Processor Party will:

13.9.1 implement and maintain appropriate technical and organisational measures taking into account the nature, scope, context and purposes of processing as well as the potential risk to Data Subjects in light of the nature of the Agreement Personal Data;

13.9.2 notify the Controller Party without undue delay, and in any event within 48 hours, after becoming aware of a reasonably suspected, "near miss" or actual Data Security Incident;

13.9.3 promptly (and in any event within 72 hours) notify the Controller Party of any request that it receives for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint that it receives from a Data

Subject or Supervisory Authority or other third party in connection with Agreement Personal Data;

13.9.4 provide reasonable assistance to the Controller Party (at the Controller Party's cost, other than as set out below) in:

13.12.4.1 complying with its obligations under the Data Protection Laws relating to the security of Processing Agreement Personal Data;

13.12.4.2 responding to requests for exercising Data Subjects' rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;

13.12.4.3 documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects;

13.12.4.4 taking measures to address Data Security Incidents (provided that where these are caused by the Processor Party, this shall be at the Processor Party's cost), including, where appropriate, measures to mitigate their possible adverse effects; and

13.12.4.5 conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.

13.10 The Processor Party will:

13.10.1 make available to the Controller Party all information necessary to demonstrate compliance with the obligations set out in this clause 13; and

13.10.2 allow for and contribute to audits, including inspections, conducted by the Controller Party or another auditor mandated by the Controller Party, provided that the Controller Party gives the Processor Party at least 20 days' prior written notice of each such audit and that each audit is carried out at the Controller Party's cost, during Business Hours, so as to cause the minimum disruption to the Processor Party's business and without the Controller Party or its auditor having any access to any data belonging to a person other than the Controller Party. Any materials disclosed during such audits and the results of and/or outputs from such audits will be deemed to be Confidential Information of the Processor Party and the provisions of clause 12 will apply to them.

14. INTELLECTUAL PROPERTY

14.1 All rights in DPG's Intellectual Property will remain the absolute unencumbered property of DPG. The Company will not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of DPG's Intellectual Property except in each case as expressly permitted by this Agreement.

14.2 All rights in the Company's Intellectual Property will remain the absolute unencumbered property of the Company. DPG will not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of Company's Intellectual Property except as expressly permitted by this Agreement.

14.3 DPG grants to the Company a non-exclusive, worldwide, royalty free licence during the Term to use such of DPG's Intellectual Property as is reasonably required for the purpose of receiving the Services in accordance with this Agreement. The Company may not assign or sub-licence the licence granted by DPG under this clause 14.3.

With a copy to: Arntzen de Besche Advokatfirma AS
Bygdøy allé 2, P.O. Box 2734 Solli,
0204 Oslo. Attention: Erling Høyte

E-mail: eho@adeb.no

If to DPG: Domino's Pizza Group Plc
Attention: Head of Legal

1 Thornbury
West Ashland
Milton Keynes
United Kingdom MK6 4BB
E-mail: legal@dominos.co.uk

With a copy to: Fried, Frank, Harris, Shriver & Jacobson (London) LLP
41 Lothbury, London EC2R 7HF
E-mail: ian.lopez@friedfrank.com

19. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

20. AMENDMENTS AND WAIVERS

Except as otherwise provided herein, this Agreement may only be amended by an instrument in writing duly executed by the Parties. No change, termination, modification or waiver of any provision of this Agreement shall be binding on the Parties, unless it is made in writing.

21. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement and no action taken by the parties in connection with it will create a partnership or joint venture or relationship of employer and employee between the Parties or give either Party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other Party or to hold itself out as being entitled to do so.

22. INDEPENDENT CONTRACTORS

Each Party agrees that it is an independent contractor and is entering into this Agreement as principal and not as agent for or for the benefit of any other person.

23. PARTIAL INVALIDITY

If any provision of this Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Agreement shall continue in full force and effect. The Parties shall seek to amend such void, invalid or unenforceable provisions and thereby this Agreement in order to give effect to, so far as is possible, the spirit of this Agreement and to achieve the purposes intended by the Parties.

24. SEVERABILITY

If any term of this Agreement (or portion thereof) or the application of any such term (or any portion thereof) to any person or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall

not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

25. WAIVER

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a Party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy shall be in writing and signed by the Party giving the waiver.

26. RELEASE

Any liability of a Party under this Agreement may in whole or in part be released, compounded or compromised or time or indulgence given by the other Party in its absolute discretion without in any way prejudicing or affecting its rights against that Party under this Agreement in respect of any other liability.

27. THIRD PARTY RIGHTS

Except in the case of PPS, which shall be entitled to enforce clauses 0 and 3.6 above, the parties do not intend that any term of this agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

28. INJUNCTIONS AND SPECIFIC PERFORMANCE

Each of the Parties acknowledges and agrees that damages may not be an adequate remedy for particular breaches of this Agreement and that each Party shall be entitled (without prejudice to its other rights and remedies) to the equitable remedies of injunction and specific performance.

29. FURTHER ASSURANCES

29.1 At its own cost, each Party shall do anything that is required by Applicable Law or may be reasonably necessary to implement and give effect to this Agreement.

29.2 Each Party shall procure so far as it lawfully can that each of its Group Companies complies with all obligations under this Agreement that are expressed to apply to any of its Group Companies.

30. COUNTERPARTS

30.1 This Agreement may be executed in counterparts. All executed counterparts constitute one and the same document.

30.2 Any counterpart may take the form of an electronic copy and that counterpart: (a) will be treated as an original counterpart; (b) is sufficient evidence of the execution of the original; and (c) may be produced in evidence for all purposes in place of the original.

31. JURISDICTION AND GOVERNING LAW

31.1 This Agreement and any non-contractual obligations in connection with it are governed in all respects, including as to validity, interpretation and effect, by the laws of England and Wales, without giving effect to the conflicts of laws ruled thereof.

31.2 This Agreement shall be executed as a deed on the date hereof.

**SCHEDULE 1
IT STORE SUPPORT SERVICES**

A	B		C
No.	Service	Service Description	Charges
1.	Pulse (In-Store ePOS system):	Point of Sale system for all in-store operations relating to selling, making and delivering pizza orders (i.e Order Entry, Makeline, Dispatch, Setup and Management functions). The DPG Service Desk shall provide remote IT support for all pulse applications and the underpinning technology such as the Microsoft Windows environment, SQL database, Hyper-V Manager, Vaeem backup program, web browsers etc. This includes Remote Menu Management Software that is part of the Pulse and based in the Norway office. The Service Desk is backed up by second and third line support. For the avoidance of doubt training, documentation, configuration, setup and user administration is not included as part of this service.	The Company will pay to DPG the Weekly Store Support Fee for the provision of each of the Services set out in Column B of this Schedule 1.
2.	DPZ POS licensing fees	DPZ charges Domino's stores an annual Pulse enhancement fee and for Microsoft Client Access Licenses. Payment of the weekly enhancement fee shall be satisfied by the Company complying with its obligation to pay the Weekly Store Support Fee to DPG. Any pro rata balance of the pulse enhancement fee outstanding at the end of Term shall be invoiced/credited to DPG/the Company (as applicable).	
3.	Pulse Hardware	The DPG Service Desk shall provide 1 st and 2 nd line remote technical support for hardware used in store for Pulse. Including Host machines which host the Pulsebos VM, client workstations used as ePOS terminals, receipt/label printers, network switches and network cabling, touch screens and monitors, office printer/scanners, caller ID etc.	
4.	Meraki Network	This network is used for remote access, to process eCommerce orders and to send/receive data for a multitude of Pulse applications. The DPG Service Desk shall provide remote IT support to the existing network design that uses Mareki devices installed by DPG to stores and head offices, including data centers, and connected to the wider DPG network. This includes cabling and network switches provided and installed by DPG.	
5.	Corp To Store	DPG develop and maintain this service and the DPG Service Desk provide support for all aspects of the Corp To Stores service and the various applications that use this which sends data to and from Pulse from other integrated systems	
6.	Manager RTS	DPG develop and maintain this service and the DPG Service Desk will provide technical, administrative and user support for Manager RTS.	
7.	Leaderboard	DPG develop and maintain this service and the DPG Service Desk will provide technical support for the leaderboard that is seen on the Pulse main screen.	
8.	Pulse Menu Setup	The DPG Service Desk to provide support and action requests to correct issues with the Menu Setup within Pulse.	
9.	Extranet/RTS & the Data Warehouse	DPG develop and maintain this service including the storage of all Pulse data in the data warehouse and provide support for all extranet/RTS queries, missing data issues, re-poll requests, hierarchy changes etc.	

A	B		C
No.	Service	Service Description	Charges
10.	Tableau	DPG develop and maintain this service with user access over DPG Central VPN. The DPG Service Desk to provide basic user support for Tableau and action requests to grant access when requested. DPG agrees to continue to take requests to create/amend Tableau Reports during for a period of 4 months from the Start Date and will commit 10% of current report building resource to international markets in equal priority across the three markets provided (i) the lead time for the preparation of such report is at least fourteen (14) days; (ii) such report can be prepared solely using the existing data that is within the Tableau data warehouse; and (iii) the report is in a form that can be prepared in Tableau.	
11.	Tiger	DPG to provide support for the fraud prevention reporting system TIGER	
12.	DPG Central VPN	DPG maintain this service and the DPG Service Desk to provide basic user support and troubleshooting for all VPN users and process requests to add/remove users.	
13.	User Administration	The DPG Service Desk to process all requests to do with new user accounts being created or amended and password resets for a variety of systems; DCC, CDC etc. in accordance to the DPG security policy and applied process.	
14.	Cybersecurity and Legal Compliance	DPG to ensure systems provided are up to date, compliant and to DPZ guidelines. The Company shall be responsible for the security and legal compliance of all IT systems outside of DPG services.	

**SCHEDULE 2
ADDITIONAL SUPPORT SERVICES**

A	B		C
No.	Service	Service Description	Charges
1.	Administration of Remote Menu Management Server	DPG to provide the continuation of services to administer products, pricing, coupons and new stores within Pulse directly or through use of the Company's existing Remote Menu Management software to administrate multiple stores.	Monthly fee of £1150.00 and reasonable pre-agreed with DPG travel expenses
2.	Operational Change Requests	DPG to provide a continuation of service to consult on, manage and implement operational change requests, enhancements, training, documentation, configuration and setup (except new stores), whitelisting, updates and non-security patching.	Monthly fee of £1840.00 and reasonable pre-agreed with DPG travel expenses
3.	New Store Installation	Subject to the Company giving a minimum of six weeks' prior notice of the preferred installation date, and provided the preferred installation date is within the Term, DPG on-site engineers will install Pulse in stores in any new stores or relocations in Norway. Equipment and software will be arranged and configured to DPG's design.	<p>The cost of installation shall be based on the following day rates:</p> <p>One engineer - Day rate is £412.50 (Mon to Fri) and £618.75 (Saturday and Sunday).</p> <p>Two engineers - £715 (Monday to Friday) and £1,072.50 (Saturday and Sunday).</p> <p>The purchase of equipment in connection with an installation shall be charged at cost plus 10% (to account for the cost of procurement, logistics, warehousing, project management and administration).</p>
4.	Learning and Development	Operational learning and development resources	<p>The cost of providing the learning and development service shall be based on the following day rates:</p> <p>£350 per day and reasonable and properly incurred expenses. £150 per ½ day and reasonable and properly incurred expenses.</p>

**SCHEDULE 3
MIGRATION SUPPORT SERVICES**

A	B		C
No.	Service	Service Description	Charges
1.	Pulse (in-store ePOS system) and RMM	Remove DPG Domain control of the Microsoft Windows OS on the Pulse Host to a local domain setup or to the Company Domain control setup if achievable.	Daily Rate of no more than £500 (up to a maximum amount of 40 man days)
2.	DPZ systems	Facilitate work with DPI to migrate administration of access to DPZ provided systems for Company personnel to named persons within the Company and remove access and control to the Company areas from DPG personnel.	
3.	Data Collection, Storage and Retention	Export all the Company data collected from Pulse systems in Norway and held within DPG's data warehouse. This includes all Pulse data from 2014 to the Termination Date. Such data to be provided to the Company in a standard readable format and provided on valid media provided or purchased by the Company.	
4.	Mareki Network	Migrate Mareki network control and hardware licensing from DPG to the Company provided service and solution. Advise, facilitate and support the Company during the migration.	
5.	SAFT	Migrate data transfers relating to the SAFT (Cash register Act transaction storage system) away from DPG routing services to services set up by DPG on the Company's SAFT server.	
6.	Access permissions	Setup access permissions to designated personal at the Company or their selected providers to administer and access the above systems and facilitate the removal of all DPG access.	

**APPENDIX I
NORWAY CHANGE REQUEST PROCESS**

[Insert relevant attachment]

IN WITNESS THEREOF the Parties have executed this Agreement the day and year first above written.

SIGNED BY)

_____ (print name))

For and on behalf of)

DOMINO'S PIZZA GROUP PLC)

In the presence of

Witness signature

Name of witness

Profession of witness

Address of witness

SIGNED BY)

_____ (print name))

For and on behalf of)

DP NORWAY AS)

In the presence of

Witness signature

Name of witness

Profession of witness

Address of witness