



# DOMINO'S PIZZA ENTERPRISES LIMITED

## 1. FIRST PAGE

### 1.1

#### (a) DISCLOSURE DOCUMENT FOR SUB-FRANCHISEE OR PROSPECTIVE SUB-FRANCHISEE

#### (b) The Master Franchisee's:

- |       |                               |  |
|-------|-------------------------------|--|
| (i)   | Name:                         | Domino's Pizza Enterprises Limited ("DPE")                                 |
| (ii)  | Business Address:             | Level 1, 'KSD1', 485 Kingsford Smith Drive<br>Hamilton, QLD 4007 Australia |
|       | Phone Number:                 | +61 7 3633 3333  |
|       | Facsimile Number:             | +61 7 3633 3399  |
| (iii) | ABN:                          | 16 010 489 326   |
|       | ACN:                          | 010 489 326  |
|       | ARBN (or foreign equivalent): | Not applicable   |

#### (c) The signature of the Master Franchisee, or of a director, officer or authorised agent of the Master Franchisee; and

.....  
Signed by: Erin Walford

Authorised Agent

#### (d) Preparation Date of the Disclosure Document:

Prepared for «[Franchisee Name No ATF CO](#)» ("You/Sub-Franchisee") in their own right and on behalf of any company, trust or partnership to be created to operate a Domino's Pizza franchise. Disclosure Document No. **{insert number}**.

**(e)** This Disclosure Document contains some of the information you need in order to make an informed decision about whether to enter into a Sub-Franchise Agreement ("Sub-Franchise Agreement"). It should be read together with the key facts sheet and the information statement you have received.

Entering into a Sub-Franchise Agreement is a serious undertaking. Franchising is a business and, like any business, the Sub-Franchise (or Master Franchisee) could fail during the franchise term. This could have consequences for the Sub-Franchisee.

A Sub-Franchise Agreement is legally binding on you if you sign it.

You are entitled to a waiting period of 14 days (not 14 business days) before you enter into this Sub-Franchise Agreement.

If this is a new Sub-Franchise Agreement (not the renewal of a sub-franchise agreement, nor the extension of the term or the scope of a sub-franchise agreement), you will be entitled to a "cooling off" period of 14 days (not 14 business days) after signing the Sub-Franchise Agreement, during which you may terminate the Sub-Franchise Agreement (in some circumstances a "cooling off" period may end later).

If you decide to terminate the Sub-Franchise Agreement during the cooling off period, the Master Franchisee must, within 14 days, return all payments (whether of money or of other valuable consideration) made by you to the Master Franchisee under the Sub-Franchise Agreement. However, the Master Franchisee may deduct from this amount the Master Franchisee's reasonable expenses, if the expenses or their method of calculation have been set out in the Sub-Franchise Agreement.

Take your time, read all the documents carefully, talk to other Sub-Franchisees, assess your own financial resources and capabilities to deal with the requirements of the franchised business.

You should make your own enquiries about the Sub-Franchise and about the business of the Sub-Franchise.

You should get independent legal, accounting and business advice before signing the Sub-Franchise Agreement.

It is often prudent to prepare a business plan and projections for profit and cash flow.

You should also consider educational courses, particularly if you have not operated a business before.

If you request the Master Franchisee to give you this Disclosure Document, any attachments to it, the key facts sheet, the proposed sub-franchise agreement and the Franchising Code of Conduct in printed form, electronic form or both, the Master Franchisee must comply with your request.

## TABLE OF CONTENTS

ITEM NO.	ITEM DESCRIPTION	PAGE
Item 1	First Page	1
	Table of Contents	2
Item 2	Master Franchisee details	3
Item 3	Business experience	8
Item 4	Litigation	15
Item 5	Payments to agents	17
Item 6	Existing Sub-Franchises	17
Item 7	Master Franchises	18
Item 8	Intellectual property	21
Item 9	Sub-Franchise site or territory	24
Item 10	Supply of goods or services to a Sub-Franchisee	27
Item 11	Supply of goods or services by a Sub-Franchisee	32
Item 12	Supply of goods or services – online sales	33
Item 13	Sites or territories	34
Item 14	Other payments	35
Item 15	Marketing fund or other cooperative funds	41
Item 16	Financing	45
Item 17	Unilateral variation of Sub-Franchise Agreement	47
Item 17A	Arbitration of disputes	48
Item 17B	Ways of ending the Sub-Franchise Agreement early	48
Item 18	Term of Sub-Franchise Agreement and arrangements to apply at the end of the Sub-Franchise Agreement	50
Item 19	Amendment of Sub-Franchise Agreement on transfer of Sub-Franchise	57
Item 20	Earnings information	57
Item 21	Financial details	59
Item 22	Updates	61
Item 23	Receipt	62
<b>ANNEXURES</b>		
Annexure AA	Key Facts Sheet	
Annexure A	Domino's Current Store Owner Details	
Annexure A-1	Pinky's Store Owner Details	
Annexure B	Domino's Store Events for the last 3 Financial Years	
Annexure B-1	Pinky's Store Events and Contact Details for the last 3 Financial Years	
Annexure B-2	Name, Location and Contact Details for Franchisees for last 3 Financial Years	
Annexure C	Trade Marks	
Annexure D	Sub-Franchise Agreement	
Annexure E	Schedule of Prepayments, Establishment Costs and Other Payments	
Annexure F	Average Franchise Results - AU - FY21	
Annexure G	Financial Statement for Financial Year Ending 28 June 2020	
Annexure G-1	Financial Statement for Financial Year Ending 27 June 2021	
Annexure G-2	Master Franchisee's Solvency Statement	
Annexure H	Franchising Code of Conduct	
Annexure I	Deed of Release of Sub-Franchise Agreement	
Annexure J	Bookkeeping Services Agreement (as Applicable)	
Annexure K	Domino's Pizza Operational Code of Conduct	
Annexure L	PULSE System End User Agreement	
Annexure L-1	IT Support Services Agreement	
Annexure L-2	Online Ordering Agreement	
Annexure M	Development Services Agreement for Store Construction (as Applicable)	
Annexure M-1	Development Services Agreement for Refurbishments (as Applicable)	
Annexure M-2	Leasing Services Agreement (as Applicable)	

Annexure N	Agency and Template Agreement (as Applicable)
Annexure O	Loan Agreement (as Applicable)
Annexure O-1	General Security Agreement (as Applicable)
Annexure O-2	Guarantee Fee Agreement (as Applicable)
Annexure P	Site & Territory Details
Annexure Q	Disclosure of Sub-Franchisee Contact Details
Annexure R	Ongoing Contracts (as Applicable)
Annexure S	Lease Details (as Applicable)
Annexure S-1	Store Licence Agreement (as Applicable)
Annexure T	Equipment Rental Agreement (as Applicable)
Annexure U	Option Deed (as Applicable)

## 2. MASTER FRANCHISEE DETAILS

### Background

Domino's Pizza IP Holder LLC has granted Domino's Pizza International Franchising, Inc. ("**DPIF**") the right to grant franchises for Domino's Pizza Stores, including the right to license and use of the Domino's System intellectual property outside of the United States of America. A list of the Marks relevant to operation of Domino's Pizza Stores in Australia and New Zealand is included in **Annexure C "Trade Marks"**.

Pursuant to the Master Franchise Agreement dated 25 May 1993 as amended and assigned, DPIF has granted Domino's Pizza Enterprises Limited ("**Domino's Pizza**", "**Master Franchisee**" or "**DPE**") the exclusive right to operate the Domino's System in Australia, New Zealand, France, Belgium, The Netherlands, Japan, Germany, Luxembourg, the Principality of Monaco and Denmark.

This Disclosure Document relates to DPE's operation of the Domino's System in Australia pursuant to a Sub-Franchise Agreement between itself and an Australian Sub-Franchisee (the "**Sub-Franchise Agreement**").

### 2.1 The Master Franchisee's:

- |   |  |
|---|--|
| (a) Name; and   | Domino's Pizza Enterprises Limited                                       |
| (b) Address, or addresses, of registered office and principal place of business in Australia; and | Level 1, 'KSD1', 485 Kingsford Smith Drive, Hamilton, QLD 4007 Australia |
| (c) ABN, ACN or ARBN (or foreign equivalent if the Master Franchisee is a foreign franchisor).    | ABN 16 010 489 326, ACN 010 489 326                                      |

### 2.2 The name under which the Master Franchisee carries on business in Australia relevant to the Sub-Franchise.

Domino's, Domino's Pizza, Domino's Pizza Enterprises or Domino's Pizza Enterprises Limited.

### 2.3 A description of the kind of business operated under the Sub-Franchise.

Domino's Pizza operates a pizza home-delivery and take-out business from which customers may buy ready-to-eat food, including but not limited to pizza prepared to recipes developed by Domino's Pizza, beverages and associated products.

### 2.4 The number of years that the franchise or franchise system has operated in Australia.

The Domino's Pizza system was first introduced into Australia in 1983 and was originally operated by entities that have no relationship to the Master Franchisee. The Master Franchisee acquired the rights to operate the Domino's Pizza system in Australia in 1998.

**2.5 The name, ABN, ACN or ARBN, address of registered office and principal place of business of each associate of the Master Franchisee that is a body corporate (if any).**

**Related Bodies Corporate of the Master Franchisee - Australia**

<b>Related Bodies Corporate of the Master Franchisee under the definition of “associate” in Schedule 1, Part 1, Division 2, Clause 4(1) of the Franchising Code of Conduct (“Code”)</b>	<b>Relationship to the Master Franchisee</b>
<p><b>Construction, Supply &amp; Service Pty Ltd</b> ACN 625 107 271  Registered Office - Level 1, 'KSD1', 485 Kingsford Smith Drive, Hamilton, QLD 4007 Australia  Principal Place of Business - 6/605 Zillmere Road, Zillmere, QLD 4034 Australia</p>	<p>The entity is a wholly owned subsidiary of the Master Franchisee that may supply goods or services to a Sub-Franchisee.</p>
<p><b>Impressu Print Group Pty Ltd (formerly IPG Marketing Solutions Pty Ltd)</b> ACN 616 255 737  Registered Office – Level 1, 'KSD1', 485 Kingsford Smith Drive, Hamilton, QLD 4007 Australia  Principal Place of Business – 25 Strathwyn Street, Brendale, QLD 4500 Australia</p>	<p>The entity is a wholly owned subsidiary of the Master Franchisee that may supply goods or services to a Sub-Franchisee.</p>
<p><b>Ride Sports ANZ Pty Ltd</b> ACN 625 108 910  Registered Office – Level 1, 'KSD1' 485 Kingsford Smith Drive, Hamilton, QLD 4007 Australia  Principal Place of Business – 6/605 Zillmere Road, Zillmere, QLD 4034 Australia</p>	<p>The entity is a subsidiary of the Master Franchisee that may supply goods or services to a Sub-Franchisee.</p>

**New Zealand**

<b>Related Bodies Corporate of the Master Franchisee under the definition of “associate” in Schedule 1, Part 1, Division 2, Clause 4(1) of the Code</b>	<b>Relationship to the Master Franchisee</b>
<p><b>Domino's Pizza New Zealand Limited</b> (incorporated in New Zealand), Company Number 1266907 (this entity holds some store property leases in New Zealand)  Registered Office – Unit 1, 475 Mount Road (Corner Fairview Road), Mount Eden, Auckland New Zealand  Principal Place of Business – Unit 1, 475 Mount Road (Corner Fairview Road), Mount Eden, Auckland New Zealand</p>	<p>This entity is a wholly owned subsidiary of the Master Franchisee, is the lessee of certain store leases in New Zealand and enters supply contracts with local vendors in respect of the supply of goods or services in New Zealand.</p>

**2.6 The name and address of each associate of the Master Franchisee that is not a body corporate (if any), and if applicable, each associate’s ABN or ARBN.**

<b>Names and addresses</b>	<b>Relationship to the Master Franchisee</b>
<p>Jack Cowin, Grant Bourke, Don Meij, Lynda O’Grady, Uschi Schreiber, Doreen Huber and Tony Peake all</p>	<p>Directors of the Master Franchisee.</p>

C/- Level 1, 'KSD1', 485 Kingsford Smith Drive, Hamilton, QLD 4007 Australia.	
Craig Ryan C/- Level 1, 'KSD1', 485 Kingsford Smith Drive, Hamilton, QLD 4007 Australia	Company Secretary of the Master Franchisee.
Richard Coney, Nicholas Knight, Rian Bell and Craig Ryan C/- Level 1, 'KSD1', 485 Kingsford Smith Drive, Hamilton, QLD 4007 Australia	Directors of some Related Bodies Corporate of the Master Franchisee.

## 2.7 A description of the relationship between:

### (a) each associate mentioned in Item 2.5 and the Master Franchisee; and

Please see Item 2.5 for the description of the relationship between each associate mentioned in Item 2.5 and the Master Franchisee. The relevance of these relationships is described in Item 2.5 above.

### (b) each associate mentioned in Item 2.6 and the Master Franchisee;

Please see Item 2.6 for the description of the relationship between each associate mentioned in Item 2.6 and the Master Franchisee. The relevance of the relationship to the franchise system and the franchise is these persons are all directors, officers or employees of the Master Franchisee or its Related Bodies Corporate.

### and of the relevance of the relationship to the franchise system and the franchise.

See Items 2.7(a) and 2.7(b) for the relevance of the relationship to the franchise system.

## 2.8 For each officer of the Master Franchisee – name, position held and qualifications (if any).

Name Position held Qualifications	<b>Jack Cowin</b> Non-executive Chairman Bachelor of Arts from University of Western Ontario Honorary Doctor of Law from University of Western Ontario	Name Position held Qualifications	<b>Lynda O'Grady</b> Non-executive Director Bachelor of Commerce (Hons) – University of Queensland
Length of experience in Domino's Pizza	Since March 2014	Length of experience in Domino's Pizza	Since 16 April 2015
Length of experience working for the Master Franchisee	Since March 2014	Length of experience working for the Master Franchisee	Since 16 April 2015
Name Position held Qualifications	<b>Grant Bourke</b> Non-executive Director Bachelor of Science (Food Technology) from the University of New South Wales MBA from the University of Newcastle	Name Position held Qualifications	<b>Uschi Schreiber</b> Non-executive Director Master of Arts (Leadership) Degree – Griffith University Graduate Certificate in Management – University of Western Sydney Bachelor of Social Work

<p>Length of experience in Domino's Pizza</p> <p>Length of experience working for the Master Franchisee</p>	<p>Became a Sub-Franchisee in 1993</p> <p>Since 2001</p>	<p>Length of experience in Domino's Pizza</p> <p>Length of experience working for the Master Franchisee</p>	<p>and Special Education – University of Braunschweig/ Wolfenbüttel, Germany.</p> <p>Since 30 November 2018</p> <p>Since 30 November 2018</p>
<p>Name Position held Qualifications</p> <p>Length of experience in Domino's Pizza</p> <p>Length of experience working for the Master Franchisee</p>	<p><b>Doreen Huber</b> Non-executive Director Magister Artium (M.A.) in Literature, Art and Media from Humboldt University of Berlin.</p> <p>Since 21 February 2020</p> <p>Since 21 February 2020</p>	<p>Name Position held Qualifications</p> <p>Length of experience in Domino's Pizza</p> <p>Length of experience working for the Master Franchisee</p>	<p><b>Tony Peake</b> Non-executive Director Bachelor of Business, RMIT, Fellow Chartered Accountants Australia &amp; New Zealand</p> <p>Since 14 May 2021</p> <p>Since 14 May 2021</p>
<p>Name Position held Qualifications</p> <p>Length of experience in Domino's Pizza</p> <p>Length of experience working for the Master Franchisee</p>	<p><b>Don Meij</b> Group Chief Executive Officer &amp; Managing Director N/A</p> <p>Since 1987</p> <p>Since 2001</p>	<p>Name Position held Qualifications</p> <p>Length of experience in Domino's Pizza</p> <p>Length of experience working for the Master Franchisee</p>	<p><b>David Burness</b> Chief Executive Officer of Australia &amp; New Zealand</p> <p>Since 1991</p> <p>Since 28 September 2021</p>
<p>Name Position held Qualifications</p> <p>Length of experience in Domino's Pizza</p>	<p><b>Richard Coney</b> Group Chief Financial Officer Bachelor of Management from the University of Waikato (New Zealand) Chartered Accountant for the Institute of Chartered Accountants of New Zealand Since 1994</p>	<p>Name Position held Qualifications</p>	<p><b>Craig Ryan</b> Group Company Secretary/General Counsel Bachelor of Arts and Bachelor of Laws from the University of Queensland Master of Laws from the University of New South Wales Chartered Secretary from the Governance Institute of Australia</p>

Length of experience working for the Master Franchisee	Since 1994	Length of experience in Domino's Pizza  Length of experience working for the Master Franchisee	Since August 2006  Since August 2006
Name Position held  Qualifications   Length of experience in Domino's Pizza  Length of experience working for the Master Franchisee	<b>John Harney</b> Group Chief Procurement Officer Bachelor of Mechanical Engineering from the University of Swinburne Post Graduate Diploma Marketing from Monash University  Since 2004  Since 2004	Name Position held  Qualifications   Length of experience in Domino's Pizza  Length of experience working for the Master Franchisee	<b>Brett Moore</b> ANZ Chief Operating Officer Bachelor of Laws/Bachelor of Economics/Diploma of Legal Practice (University of Newcastle)  Since 1992  2000 – 2014, 2018 - present
Name Position held  Qualifications   Length of experience in Domino's Pizza  Length of experience working for the Master Franchisee	<b>Lynn Carruthers</b> ANZ Chief Financial Officer Fellow of the Institute of Management Accountants (London), FCMA and FCGMA  2006 – 2012, and 2017 to present  As above	Name Position held  Qualifications   Length of experience in Domino's Pizza  Length of experience working for the Master Franchisee	<b>Michael Gillespie</b> Group Chief Digital & Experience Officer Bachelor of Commerce, majoring in Marketing from Griffith University  2006 - 2007, November 2007 - current  Since 2010
Name Position held  Qualifications  Length of experience in Domino's Pizza  Length of experience working for the Master Franchisee	<b>Rian Bell</b> Chief Development Officer ANZ N/A  Since December 2008  Since December 2008	Name Position held  Qualifications   Length of experience in Domino's Pizza  Length of	<b>David Klages</b> Group Human Resources Manager Bachelor of Science, majoring in Aviation from the University of Newcastle  April 2014 – current  Since April 2014

Franchisee		experience working for the Master Franchisee	
Name	<b>Cameron Toomey</b>	Name	<b>Adam Ballesty</b>
Position held	General Manager – New Zealand	Position held	Chief Marketing Officer
Qualifications	Bachelor of Business – Accounting and Management, Queensland University of Technology	Qualifications	Bsc Business, Australian Catholic University
Length of experience in Domino's Pizza	Since 2009	Length of experience in Domino's Pizza	Since 2 August 2021
Length of experience working for the Master Franchisee	Since 2009	Length of experience working for the Master Franchisee	Since 2 August 2021

### 3. BUSINESS EXPERIENCE

#### 3.1 A summary of the relevant business experience of each person mentioned in Item 2.8 for the past 10 years, including length of experience:

- (a) working in the franchise system; and
- (b) working for the Master Franchisee.

#### **Jack Cowin**

Mr Cowin has extensive experience in the quick restaurant service industry and is the founder and Executive Chairman of Competitive Foods Australia Pty Ltd. Competitive Foods was founded in 1969 and owns and operates over 350 Hungry Jack's fast food restaurants in Australia, it also operates several food manufacturing plants for the supermarket and food service industries exporting to 29 countries. Competitive Foods also operated about 50 KFC outlets across Western Australia and the Northern Territory, selling them in early March 2014. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

#### **Grant Bourke**

Grant joined Domino's Pizza in 1993 as a franchisee and in 2001 sold his eight stores to Domino's Pizza. In 2001, Grant became a director of Domino's Pizza and from 2001 to 2004 he managed the Company's Corporate Store operations. In July 2006 Grant was appointed Managing Director, Europe. Grant has been a Non-executive director since September 2007. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

#### **Lynda O'Grady**

Lynda commenced her role as a non-executive director with the Master Franchisee on 16 April 2015, this being her first involvement with the Master Franchisee. Lynda has extensive experience in executive and consulting roles in IT, telecommunications and media organisations spanning more than 32 years. This experience was gained in a diverse range of organisations across several industries characterised by complex technology, products and services. Executive roles included Executive Director and Chief of Product at Telstra and Commercial Director of the publishing division of PBL (Publishing Division). Lynda also has significant experience as a company director, being a Fellow of the Australian Institute of Company Directors, Chair of the Aged Care Financing Authority and an independent director of the National Electronic Health Transition Authority, amongst other director appointments. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.



### **Uschi Schreiber**

Uschi is an experienced executive with previous roles in large organisations with global operations, both in Australia and internationally. Most recently, Uschi was a senior executive with EY between 2008 and 2018, where she served as Global Vice Chair of Markets, Chair of its Global Accounts Committee, and other senior leadership positions. Prior to that, Uschi was the Director-General of Queensland Health, a multi-billion dollar organisation with more than 70,000 employees. She is also the founder of Innovation Realized, an annual, global CEO forum on emerging technology issues; the creator of the Worldwide Women Public Sector Leaders' Network; and a previous member of the World Economic Forum's Global Agenda Council on the Future of Government. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

### **Doreen Huber**

Doreen commenced her role as a non-executive director with the Master Franchisee on 21 February 2020, this being her first involvement with the Master Franchisee. Doreen is recognised as a highly respected entrepreneur and angel investor with extensive experience in the food and technology sectors in Europe. Doreen is a co-founder of B2B Food Group, one of the world's leading online platforms in the business food sector. Doreen was also the founder and CEO of Lemoncat, which was the largest online catering platform in Germany linking caterers to business customers, established in 2016 and acquired by B2B Food Group in 2019. Previously, Doreen held the roles of Chief Sales Officer and Chief Operations Officer at Delivery Hero, a European multinational online food delivery service. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

### **Tony Peake**

Tony has over 26 years' board level experience across public, commercial and not for profit sectors, with particular experience in retail, consumer, education and Government. Tony held the position of Chief Operating Officer of PwC Australia, Global Leader Government & Public Sector, Defence Lead Partner and Victorian Government Lead Partner. Tony has extensive experience across multiple non-executive and executive Board positions in Australia.

### **Don Meij**

2002 – Current: Managing Director and Group Chief Executive Officer

2001 – 2002: Chief Operations Officer

1996 – 2001: Domino's Sub-Franchisee

1993 – 1996: General Manager Domino's Pizza

1991 – 1993: Store Manager Domino's Pizza

Don has over 31 years of experience in the pizza industry. Don commenced his career as a delivery driver for Silvio's Dial-A-Pizza in 1987 while studying and became a store manager in 1989. Rising through the ranks, Don became Director of National Operations between 1991 and 1993 for Silvio's Dial-a-Pizza.

In 1993, when Silvio's Dial-A-Pizza acquired Domino's in Australia, Don became General Manager of Domino's Pizza, a role he held until 1995. In 1996, Don became a Sub-Franchisee and built a network of 17 stores, before vending his stores into Domino's Pizza in 2001. Don was Australia's most awarded and largest Sub-Franchisee, winning numerous Domino's World Wide awards including 1996 International Manager of the Year.

Don became Chief Operating Officer of Domino's Pizza in 2001 and Chief Executive Officer in 2002 and has been responsible for leading the Company during its current expansion.

Don has won a number of awards in the Domino's network, most notably the Chairman's Award, for Outstanding Leadership in Domino's Pizza in the worldwide network. Don's Industry Awards also include the 2002 Queensland Retail Franchise Queensland Australian Institute of Management Professional Manager of the Year 2004 and The Ernst & Young Australian Young Entrepreneur of the Year in 2004. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

### **David Burness**

David is one of the DPE's most awarded sub-franchisees, having twice built successful multi-unit franchise businesses in Australia, separated by service in a leadership role in Domino's Netherlands. David started in the pizza business in 1991 with Silvio's Dial-A-Pizza while studying at university. He subsequently became a Store Manager and an Operations Trainer, helping sub-franchisees to improve their stores and expand their businesses, before taking on a similar role when Silvio's Dial-A-Pizza acquired the Domino's brand in 1993. In 1995, David became a Domino's sub-franchisee for the first time, building his network to seven stores in Brisbane and Melbourne, before selling his stores in 2006 to serve as the Chief Operating Officer for the then newly acquired Domino's Netherlands business. David and his family returned to Australia and since 2007 he has built another multi-unit franchise business, centred on the Sunshine Coast. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

### **Craig Ryan**

Craig is a lawyer with over 24 years' experience. Craig is responsible for the company secretarial function and for the Domino's Legal Department. Prior to joining Domino's in August 2006, Craig worked as a solicitor for Minter Ellison lawyers in Brisbane and London. He has since worked as a Legal Counsel for Airservices Australia in Canberra and Emirates Airlines in Dubai. Craig was also with AWAS aircraft-leasing company in Sydney as a Manager Business & Legal Services. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

### **Richard Coney**

Richard is a Chartered Accountant with over 27 years of experience. Richard is responsible for the Company's financial accounting, planning & reporting, treasury, tax, internal audit and has overall responsibility for information technology. Prior to joining Domino's in 1994, Richard spent four years in the UK, predominantly working for BET Plc as a Treasury/Group Accountant. Prior to this, Richard worked for Deloitte Touche Tohmatsu in its Audit Division. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

### **Brett Moore**

Brett began his career in Domino's Pizza in 1992 as a delivery driver. He held various roles including shift runner and Store Manager through to 1997 when he finished University and then started as Regional Manager in Newcastle and Central Coast. In 2000 he became a Regional Manager for DPE and then NSW State Manager. In 2004 Brett franchised his first store at Woy Woy NSW and went on to build a network of 19 stores across NSW, Tasmania and NZ. He has been awarded 2 Australian "Eagle" Leadership Awards, recognising outstanding leadership in the Australian system. Brett was appointed as Head of Franchise Operations in June 2018 and ANZ Chief Operating Officer in August 2021. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

### **John Harney**

John is responsible for the delivery of all elements of Domino's Australia and New Zealand supply chain. John has held previous positions as Global Procurement Manager for ICI, based in Kuala Lumpur and Engineering and Manufacturing Manager with Unilever Australia. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

### **Michael Gillespie**

Michael's Domino's brand experience spans over 15 years and he has more than 21 years' experience in online marketing and strategy. Michael has also held online marketing roles for Virgin Blue (now Virgin Australia), Australian Insurance Holdings and QBD The Bookshop. Michael became the Group Chief Digital & Technology Officer in October 2014. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

### **Lynn Carruthers**

Lynn has over 38 years' experience in finance roles covering all aspects of the finance function including management & statutory accounting, systems, risk, regulatory compliance, audit, company secretarial, restructuring, acquisitions, business intelligence & analysis and building high performing teams. This experience was gained in a diverse range of organisation including design, shop-fitting, construction, furniture retail, food retail and gambling. The companies include Ikea UK and Tatts Group Limited. Lynn was the Domino's Group Financial Controller from 2006 - 2012 and returned in 2017 as ANZ Chief Financial Officer. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

### **Rian Bell**

Rian has been involved in all levels of business starting in the banking industry and working through to senior positions in various National and Multi-National companies. Having owned a number of businesses in the manufacturing and hospitality industries, he has a successful track record of turning underperforming units into profitable operations. Rian started at Domino's in December 2008 as the State Manager for Qld and NT, 18 months later Rian moved into the ANZ Franchise Manager role responsible for the growth of stores and franchisees across the Australia and New Zealand, Rian held this role for around 4 years before then moving to be the General Manager of Construction Supply and Service, a standalone company that designs, builds, supplies and services the QSR sector. From January 2018, Rian has moved into the role of Chief Development Officer for Domino's ANZ. Rian is also a Director of Ride Sports Pty Ltd.

### **Cameron Toomey**

Cameron began his career at Domino's in 2009 when he joined the Master Franchisee as the Franchise Operations Accountant. He held this role until 2012 when he became the Qld Corporate Operations Manager. Then in 2014 Cameron became the Franchise Market Manager for Qld, NSW and ACT. In August 2018 Cameron relocated from Brisbane to New Zealand to take up the role of General Manager for Domino's New Zealand. During his time with Domino's, Cameron has been awarded 2 Australian "Eagle" Leadership Awards, recognising outstanding leadership in the Australian system and was also the 2011 Corporate Services Team Member of the year. Please see Item 2.8 above for length of experience working in the franchise system and working for the Master Franchisee.

### **Adam Ballesty**

Adam is an experienced chief marketing officer, having worked for global companies, start-ups, scale-ups and owning his own business. Adam's held executive roles such as General Manager - Seedlip Drinks, General Manager - Foxtel, Marketing and Innovation Director - Diageo, Group Marketing Manager - Pacific Brands, Marketing Manager - SKINS Sports Compression, Marketing Director – Unistraw International Ltd, Founds & Manager Director – Eleven Solutions, and Brand Managers – Jack Daniels, Brown Forman.

- 3.2 A summary of relevant business experience of the Master Franchisee in the last 10 years, including:**
- (a) length of experience in:**
    - (i) operating a business that is substantially the same as that of the Sub-Franchise;**

A history of the Master Franchisee and its stores is detailed in the below table. The Master Franchisee operates a number of Corporate Stores in addition to the Sub-Franchised stores.

<b>Date</b>	<b>Description of event</b>
July 1978	Silvio and Felice Bevacqua opened their first Pizza restaurant in Red Hill, Brisbane, Queensland, Australia. Aldo Bevacqua joined some time later. They traded under the name "Silvio's."
1979	The Bevacqua brothers pioneered the pizza delivery business in Australia from this store.
1984	The business grew to 90 staff and 18 delivery vehicles.

1984	Computerisation was developed to control financial planning and management functions.
1985	The business was operated by Exelman Pty Ltd. A seventy per cent holding in Exelman Pty Ltd was sold to Competitive Foods Australia Ltd, the national operators of the "Hungry Jacks" franchise, and the state franchise holders for the "Kentucky Fried Chicken" franchise in Western Australia and the Northern Territory.
September 1991	Exelman Pty Ltd purchased "Pizza Plus" – 9 stores in Newcastle.
1992	Exelman Pty Ltd changed its name to Silvio's Dial-A-Pizza Pty Ltd.
1993	Domino's Home Delivery Pty Ltd, a subsidiary of Competitive Foods Australia Pty Ltd, purchased the master franchise for Domino's Pizza for Australia and New Zealand and began trading in Sydney as "Domino's Home Delivery".
1994	Silvio's Dial-A-Pizza Pty Ltd assumed management of Domino's Home Delivery Pty Ltd.
August 1995	"Jacko's Pizza" in the Australian Capital Territory (comprising 6 stores) was converted to Silvio's stores.
1995	Silvio's stores in Queensland, Western Australia, Tasmania, Northern Territory, Australian Capital Territory and New South Wales regional areas converted to Domino's stores.
1998	Silvio's Dial-A-Pizza Pty Ltd purchased Domino's Home Delivery Pty Ltd and the master franchise of the Domino's system for Australia and New Zealand was assigned to Silvio's Dial-A-Pizza Pty Ltd.
1998	Store numbers increased to 136.
1999	Silvio's Dial-A-Pizza Pty Ltd changed its name to Domino's Pizza Australia Pty Ltd.
April 1999	Domino's Development Fund Pty Ltd A.C.N. 087 025 796 was established to allow Domino's to fund managers into stores who pass the criteria and evaluations on the Domino's Development Fund Programme, into Domino's stores.
July 1999	Competitive Foods Australia Pty Ltd sold its interest in Domino's Pizza Australia Pty Ltd to existing shareholders.
July/August 1999	Domino's Pizza Australia Pty Ltd purchased 50% interest in Twenty /Twenty Pizza Partnership and DES Pizza Partnership.
1999	Store numbers increased to 158.
August 2000	Domino's Pizza Australia Pty Ltd relocated to Level 8, TAB Building, 240 Sandgate Road, Albion, Queensland, Australia.
December 2000	Store numbers increased to 174.
August 2000/ February 2001	Hot Cell heated delivery bag launch. The Hot Cell was released in the Queensland market in August followed by the other markets with the last being New South Wales in February 2001.
30 June 2001	DHD Holdings Pty Limited ACN 088 212 382 acquired 80% shareholding of Domino's Pizza Australia Pty Ltd.
24 August 2001	Domino's Pizza Australia Pty Ltd purchased the remaining 50% interest in the MFT – DPA Pizza Partnership and, in exchange, the Don Meij interests obtained a 10% interest in Domino's Pizza Australia Pty Ltd. On the same date Domino's Pizza Australia Pty Ltd acquired stores operated by the Grant Bourke interests and, in exchange, they received a 10% interest in Domino's Pizza Australia Pty Ltd.
5 December 2002	Felice Bevacqua retired as CEO of Domino's Pizza Australia Pty Ltd and Don Meij assumed the role of CEO/Managing Director.
12 February 2003	Domino's Pizza New Zealand Limited was incorporated in New Zealand. Domino's Pizza New Zealand Limited subsequently opened some Corporate and Sub-Franchised business operations.

31 December 2003	Store numbers = 279.
1 October 2004	Store numbers in Australia and New Zealand = 312.
31 December 2004	Store numbers in Australia and New Zealand = 333.
19 January 2005	DPH NZ Holdings Limited incorporated.
December 2004/ January 2005	Domino's Pizza Australia Pty Ltd acquired Shear Pizza Pty Ltd and Reel (NT) Pty Ltd (which operated 9 stores) and, in exchange, Success Pizzas Pty Ltd (a company of which Mr Andrew Rennie has an interest) obtained a 3.5% interest in Domino's Pizza Australia Pty Ltd. Mr Andrew Rennie was appointed a Director of Domino's Pizza Australia Pty Ltd.
7 March 2005	DPH NZ Holdings Limited acquired the right to operate the Pizza Haven franchise system in New Zealand.
1 April 2005	Domino's Pizza Australia Pty Ltd changed its status to a public company.
4 April 2005	Domino's Pizza Australia Pty Ltd changed its name to Domino's Pizza Australia New Zealand Limited ("DPANZ").
May 2005	Auckland-based independent chain Mad Dog Pizza (six stores) converted to Domino's Pizza stores.
13 May 2005	Store numbers in Australia and New Zealand = 377.
16 May 2005	The shares in DPANZ are listed on the Australian Stock Exchange and are given the ticker symbol "DMP".
30 June 2005	Store numbers in Australia and New Zealand = 387.
25 August 2005	Store numbers in Australia and New Zealand = 400.
30 June 2006	Store Numbers in Australia and New Zealand = 438.
3 July 2006	DPANZ purchased the Master Franchise rights to the countries of France, Belgium and Netherlands including 155 Sub-Franchised and Corporate stores.
18 September 2006	Store Numbers in Australia, New Zealand, France, Belgium and The Netherlands = 600.
18 December 2006	Domino's Pizza Australia New Zealand Limited changed its name to Domino's Pizza Enterprises Limited.
30 June 2007	Store Numbers in Australia, New Zealand, France, Belgium and The Netherlands = 663.
12 December 2007	Four franchisees of a pizza chain operated by Aussies Dial-a-Pizza Pty Ltd in regional Queensland agreed to convert their stores to Domino's Pizza stores in February/March 2008.
30 December 2007	Store Numbers in Australia, New Zealand, France, Belgium and The Netherlands = 690.
29 February 2008	DPE acquired the assets of Pinky's Pizza Ribs on the Run Pty Ltd, the franchisor of 27 stores mainly located in regional Victoria.
29 June 2008	Store Numbers in Australia, New Zealand, France, Belgium and The Netherlands = 741.
30 December 2008	Store Numbers in Australia, New Zealand, France, Belgium and The Netherlands = 756.
28 June 2009	Store Numbers in Australia, New Zealand, France, Belgium and The Netherlands = 775.
12 September 2009	DPE granted Warner Village Theme Parks a Sub-Franchise Agreement for the operation of Domino's 2GO franchised outlets in Sea World, Wet'N'Wild Water World and Movie World.
3 January 2010	Store Numbers in Australia, New Zealand, France, Belgium and The Netherlands = 786.

4 July 2010	Store Numbers in Australia, New Zealand, France, Belgium and The Netherlands = 821.
31 October 2011	Store Numbers in Australia, New Zealand, France, Belgium and The Netherlands = 878.
31 October 2012	Store Numbers in Australia, New Zealand, France, Belgium, and The Netherlands = 919
24 June 2013	Domino's Pizza Enterprises Limited relocated to Level 5, 'KSD1', 485 Kingsford Smith Drive, Hamilton, QLD 4007 Australia.
3 September 2013	DPE acquires a 75% interest in Domino's Pizza Japan Inc.
31 October 2013	Store Numbers in Australia, New Zealand, France, Belgium, The Netherlands and Japan = 1,255
31 October 2014	Store Numbers in Australia, New Zealand, France, Belgium, Japan, The Netherlands and the Principality of Monaco = 1,361
1 January 2015	Store Numbers in Australia, New Zealand, France, Belgium, Japan, The Netherlands and the Principality of Monaco = 1,418
14 October 2015	DPE executed a share sale agreement to acquire the Pizza Sprint chain of pizza stores in France. Pizza Sprint has 89 pizza stores in the west of France, comprising 12 corporate stores and 77 franchise stores. It is expected that the transaction will complete in January 2016. It is also expected that the store count for DPE in France will increase to approximately 330 stores.
31 October 2015	Store Numbers in Australia, New Zealand, France, Belgium, Japan, The Netherlands and the Principality of Monaco = 1,543
16 December 2015	DPE entered into a joint venture with Domino's Pizza Group (" <b>DPG</b> ") and the joint venture executed an agreement to acquire the Joey's Pizza chain of pizza stores in Germany. Joey's Pizza has 212 stores, comprising 209 franchise stores and 3 corporate stores. The joint venture will also acquire up to 15 DPG stores in Germany. The store count of DPE in Europe is expected to increase to approximately 775 stores.
26 January 2016	DPE completes the acquisition of the Pizza Sprint chain of pizza stores in France.
1 February 2016	The joint venture completes the acquisition of Joey's Pizza and 15 DPG stores in Germany.
31 October 2016	Store Numbers in Australia, New Zealand, France, Belgium, Japan, The Netherlands, the Principality of Monaco and Germany = 2,020
19 October 2017	DPE signed an agreement to purchase Hallo Pizza GmbH in Germany which has approximately 170 stores. The store count of DPE in Germany is expected to increase by approximately 170 stores.
27 October 2017	DPE completes the acquisition of the remaining 25% interest in Domino's Pizza Japan Inc.
31 October 2017	Store Numbers in Australia, New Zealand, France, Belgium, Japan, The Netherlands, the Principality of Monaco and Germany = 2,161
6 January 2018	DPE completes the purchase of Hallo Pizza GmbH in Germany.
14 August 2018	Through a joint arrangement with DPG, DPE secured the Master Franchise Agreement with Luxembourg.
31 October 2018	Store Numbers in Australia, New Zealand, France, Belgium, Japan, The Netherlands, the Principality of Monaco, Germany and Luxembourg = 2,416
10 April 2019	DPE acquires the Master Franchise rights for Denmark.
31 October 2019	Store Numbers in Australia, New Zealand, France, Belgium, Japan, The Netherlands, the Principality of Monaco, Germany, Luxembourg and Denmark = 2,545

31 October 2020	Store Numbers in Australia, New Zealand, France, Belgium, Japan, The Netherlands, the Principality of Monaco, Germany, Luxembourg and Denmark = 2,739
11 June 2021	DPE entered into a binding agreement to acquire 100% of PizzaVest Company Limited, the operator of Domino's Taiwan and comprised of 157 corporate and franchised stores at that date. The transaction is expected to complete before 31 December 2021, subject to regulatory approval.
27 July 2021	Store Numbers in Australia, New Zealand, France, Belgium, Japan, The Netherlands, the Principality of Monaco, Germany, Luxembourg and Denmark = 2957
31 August 2021	DPE completes the acquisition of PizzaVest Company Limited in Taiwan.
28 October 2021	Store Numbers in Australia, New Zealand, France, Belgium, Japan, The Netherlands, the Principality of Monaco, Germany, Luxembourg, Denmark and Taiwan = 3,166

**(ii) offering other franchises that are substantially the same as the Sub-Franchise;**

The Master Franchisee is the franchisor of one Pinky's Pizza store, located in regional Victoria. New franchises of Pinky's Pizza stores will not be offered by the Master Franchisee. The Master Franchisee does not offer any other franchise systems.

**(b) whether the Master Franchisee has offered franchises for other businesses and, if so:**

- (i) a description of each such business; and**
- (ii) for how long the Master Franchisee offered franchises for each such business.**

The Master Franchisee has never offered franchises for businesses other than pizza delivery, dine-in and take-away outlets.

#### **4. LITIGATION**

##### **4.1 Details of:**

- (a) current proceedings by a public agency, criminal or civil proceedings or arbitration, relevant to the Sub-Franchise, against the Master Franchisee, a Master Franchisee director or a director of an associate of the Master Franchisee in Australia alleging:**
  - (i) breach of a Sub-Franchise Agreement; or**
  - (ii) contravention of trade practices law; or**
  - (iii) contravention of the *Corporations Act 2001*; or**
  - (iv) unconscionable conduct; or**
  - (v) misconduct; or**
  - (vi) an offence of dishonesty; and**

In respect of Item 4.1(a)(ii), the Master Franchisee is currently a defendant to a class action proceeding filed in the Federal Court of Australia (VID 685 of 2019). The proceeding has been filed by Riley Gall as the lead applicant on behalf of a specific group of Australian franchisee employees who were employed as delivery drivers or in-store workers between 24 June 2013 and 23 January 2018.

The claim alleges that the Master Franchisee misled its franchisees by advising them to pay certain delivery drivers and in-store workers under a series of certified industrial instruments rather than under the Fast Food Industry Award 2010. The Court documents filed do not quantify any loss by the lead applicant or the alleged group. The Master Franchisee rejects the allegations for reasons including that the entitlements of franchisee employees were contained in certified industrial instruments that were lawful, valid and applicable at the time such that the Award did not apply. The Master Franchisee is vigorously defending the proceeding.

The Master Franchisee has no knowledge of any current proceedings in relation to any matter contemplated by clause 4.1(a)(iii)-(vi).

- (b) proceedings against the Master Franchisee, a Master Franchisee director, an associate of the Master Franchisee or a director of an associate of the Master Franchisee, other than for unfair dismissal of an employee, under:**
  - (i) section 12 of the *Independent Contractors Act 2006*; or**
  - (ii) a law of a State or Territory that regulates workplace relations or independent contractors.**

The Master Franchisee has no knowledge of any proceedings in relation to any of these issues or any proceedings under the *Independent Contractors Act 2006* or a law of a State or Territory that regulates workplace relations or independent contractors.

**4.2 Whether the Master Franchisee, a Master Franchisee director, an associate of the Master Franchisee or a director of an associate of the Master Franchisee has been:**

- (a) in the last 10 years – convicted of a serious offence, or an equivalent offence outside Australia; or**
- (b) in the last 5 years – subject to final judgment in civil proceedings for a matter mentioned in paragraph 4.1 (a); or**
- (c) in the last 10 years – bankrupt, insolvent under administration or an externally-administered body corporate in Australia or elsewhere.**

The Master Franchisee has no knowledge of any proceedings or convictions in relation to any of these issues.

**4.3 For Items 4.1 and 4.2 – the following details (where relevant):**

- (a) the names of the parties to the proceedings;**
- (b) the name of the court, tribunal or arbitrator;**
- (c) the case number;**
- (d) the general nature of the proceedings;**
- (e) the current status of the proceedings;**
- (f) the date and content of any undertaking or order under section 87B of the *Competition and Consumer Act 2010*;**
- (g) the penalty or damages assessed or imposed;**
- (h) the names of the persons who are bankrupt, insolvent under administration or externally administered;**
- (i) the period of the bankruptcy, insolvency under administration or external administration.**

In respect of Item 4.1(a)(ii) above, the following details are provided:

<ul style="list-style-type: none"> <li><b>(a) the names of the parties to the proceedings;</b></li> <li><b>(b) the name of the court, tribunal or arbitrator;</b></li> <li><b>(c) the case number;</b></li> <li><b>(d) the general nature of the proceedings;</b></li> <li><b>(e) the current status of the proceedings;</b></li> <li><b>(f) the date and content of any undertaking or order under section 87B of the <i>Competition and Consumer Act 2010</i>;</b></li> <li><b>(g) the penalty or damages assessed</b></li> </ul>	<ul style="list-style-type: none"> <li>(a) Riley Gall and Domino's Pizza Enterprises Limited</li> <li>(b) Federal Court of Australia</li> <li>(c) VID 685 of 2019</li> <li>(d) See Item 4.1(a)(ii) above</li> <li>(e) See Item 4.1(a)(ii) above</li> <li>(f) Not applicable</li> <li>(g) Not applicable as no penalty or damages have been assessed or imposed</li> <li>(h) Not applicable</li> <li>(i) Not applicable</li> </ul> <p>There are no matters for Item 4.1(a)(i), (iii)-(vi) or Item 4.2 that require a response in</p>
---	---



<p><b>or imposed;</b></p> <p><b>(h) the names of the persons who are bankrupt, insolvent under administration or externally administered;</b></p> <p><b>(i) the period of the bankruptcy, insolvency under administration or external administration.</b></p>	<p>Item 4.3.</p>
---	------------------

**4.4 The percentage of sub-franchisees in the franchise system that were a party to a mediation, conciliation or arbitration process that was conducted, or was pending, in the previous financial year (whether the disputes to which the mediation, conciliation or arbitration processes relate were initiated by the Master Franchisee or one or more sub-franchisees).**

As at the financial year ending 27 June 2021, the number of Australian Sub-Franchisees was 282 and the number of Sub-Franchisees that were a party to a mediation over that period was three. This equates to 1.06% of Sub-Franchisees in Australia that were a party to a mediation in the last financial year.

**5. PAYMENTS TO AGENTS**

**5.1 For any agreement under which the Master Franchisee must pay an amount or give other valuable consideration to a person who is not an officer, director or employee of the Master Franchisee in connection with the introduction or recruitment of a Sub-Franchisee – the name of the person:**

The Master Franchisee does not pay an amount or give other valuable consideration in connection with the introduction or recruitment of a Sub-Franchisee.

**6. EXISTING SUB-FRANCHISES**

**6.1 Number, sorted by State, Territory or region, of:**

- (a) existing Sub-Franchised businesses; and**
- (b) existing Sub-Franchisees; and**
- (c) businesses owned or operated by the Master Franchisee or an associate of the Master Franchisee in Australia that are substantially the same as the Sub-Franchised business:**

See **Annexure A “Domino’s Store Owner Details”** for details of all Corporate (Master Franchisee-run) stores and all current Sub-Franchisees in Australia listed by region as at 20 October 2021.

See **Annexure A-1 “Pinky’s Store Owner Details”** for details of all Pinky’s Store Owner Details as at 31 October 2021.

**6.2 For each existing Sub-Franchisee:**

- (a) business address, if this is not the Sub-Franchisee’s residential address; and**
- (b) business phone number; and**
- (c) year when the Sub-Franchisee started operating the Sub-Franchised business:**

See **Annexure A “Domino’s Store Owner Details”** current as at 20 October 2021 and **Annexure A-1 “Pinky’s Store Owner Details”** current as at 31 October 2021.

**6.3 However, if there are more than 50 Sub-Franchises, the Master Franchisee may instead give details under Item 6.2 for all Sub-Franchisees in the State, Territory, region or metropolitan area in which the Sub-Franchise is to be operated:**

See **Annexure A “Domino’s Store Owner Details”** current as at 20 October 2021 and **Annexure A-1 “Pinky’s Store Owner Details”** current as at 31 October 2021.

- 6.4 For each of the last 3 financial years and for each of the following events – the number of Sub-Franchised businesses for which the event happened:**
- (a) the Sub-Franchise was transferred;**
  - (b) the Sub-Franchised business ceased to operate;**
  - (c) the Sub-Franchise Agreement was terminated by the Master Franchisee;**
  - (d) the Sub-Franchise Agreement was terminated by the Sub-Franchisee;**
  - (e) the Sub-Franchise Agreement was not extended;**
  - (f) the Sub-Franchised business was bought back by the Master Franchisee;**
  - (g) the Sub-Franchisee Agreement was terminated and the Sub-Franchised business was acquired by the Master Franchisee.**

**Note:** An event may be counted more than once if more than one paragraph applies.

See:

- **Annexure B “Domino’s Store Events for the last 3 Financial Years”** for details of all Domino’s Store Events for the last three financial years, and
- **Annexure B-1 “Pinky’s Store Events and Contact Details for the last 3 Financial Years”** for details of all Pinky’s Store Events for the last three financial years.

- 6.5 Subject to subclause 32(1), the Master Franchisee must supply, for each event mentioned in Item 6.4, the name, location and contact details of each Sub-Franchisee, if the information is available:**

See:

- **Annexure B “Domino’s Store Events for the last 3 Financial Years”** for details of all Domino’s Store Events for the last three financial years as at 27 June 2021, and
- **Annexure B-1 “Pinky’s Store Events and Contact Details for the last 3 Financial Years”** for details of all Pinky’s Store Events for the last three financial years and the names, locations and contact details of each Sub-Franchisee.

See **Annexure B-2 “Name, location and contact details of Franchisees for last 3 Financial Years”** to which a Domino’s Store Event in Item 6.4 applies for the last three financial years.

Please note that the Master Franchisee does not maintain or update the contact details of Sub-Franchisees who have left the system or have otherwise changed their contact details without the Master Franchisee’s knowledge. Therefore, the Master Franchisee provides no warranty as to the completeness, currency or accuracy of the information provided regarding Sub-Franchisees who have left the system or whom have updated their contact details without advising the Master Franchisee.

The Sub-Franchisee must provide notice in writing to the Master Franchisee (**Annexure Q “Disclosure of Sub-Franchisee Contact Details”**) if the Sub-Franchisee does not wish for their details to be disclosed in the Disclosure Document in accordance with Item 6.5.

## **7. MASTER FRANCHISES**

- 7.1 If the Master Franchisee is also a Sub-Franchisor – the Master Franchisor’s:**

- (a) name; and**  
Domino's Pizza International Franchising, Inc. (a Delaware corporation) (“**Master Franchisor**”).
- (b) address, or addresses, of registered office and principal place of business; and**

Registered Office – In care of Corporation Trust Center, 1209 Orange Street,  
 Wilmington, Delaware, 19801, United States of America  
 Principal Place of Business – 24 Frank Lloyd Wright Drive, Ann Arbor,  
 Michigan United States of America.

**(c) ABN, ABN, ARBN (or foreign equivalent if applicable).**

Tax Identification No: 20-8690270.

**7.2 The name under which the Master Franchisor carries on business relevant to the franchise.**

Domino's, Domino's Pizza, Domino's Pizza International Franchising Inc., DPIF.

**7.3 For each officer of the Master Franchisor – name, position held and qualifications (if any).**

Names and addresses		Relationship to the Master Franchisor
Richard E. Allison, Jr., c/- 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan United States of America		President, CEO and Director of the Master Franchisor
Kevin S. Morris, c/- 24 Wright Drive, Ann Arbor, Michigan United States of America		EVP, General Counsel & Corporate Secretary and Director of the Master Franchisor
Jessica L. Parrish c/- 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan United States of America		Vice President, Controller and Treasurer of the Master Franchisor
Anthony J. Ambroselli c/- 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan United States of America		Assistant Treasurer of the Master Franchisor
Joseph P. Devereaux c/- 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan United States of America		Assistant Secretary of the Master Franchisor
Name Position Qualifications	<b>Richard E. Allison Jr.</b> President, CEO & Director Bachelor Degree from University of North Carolina, MBA from University of North Carolina.	
Name Position Qualifications	<b>Jessica L. Parrish</b> Vice President, Controller & Treasurer Masters and Bachelor Degrees from University of Michigan, CPA.	
Name Position Qualifications	<b>Kevin S. Morris</b> Executive Vice President, General Counsel and Corporate Secretary Bachelor Degree from the University of Illinois and J.D. from Loyola University of Chicago School of Law	
Name Position Qualifications	<b>Anthony J. Ambroselli</b> Assistant Treasurer Masters and Bachelor Degrees from University of Michigan, CPA.	
Name Position Qualifications	<b>Joseph P. Devereaux</b> Assistant Secretary Bachelor Degree from University of Michigan	

**7.4 For each of the last 3 financial years and each of the following events – the number of:**

- (a) Franchise Agreements terminated by the Master Franchisor;
- (b) Franchise Agreements terminated by the Master Franchisee;
- (c) Franchise Agreements that were not extended by the Master Franchisor.

<b>STORE EVENTS FOR LAST 3 FINANCIAL YEARS**</b>	<b>ITEM 7.4(a) No. of Franchise Agreements terminated by the Master Franchisor**</b>	<b>ITEM 7.4(b) No. of Franchise Agreements terminated by the Master Franchisee*</b>	<b>ITEM 7.4(c) No. of Franchise Agreements that were not extended by the Master Franchisor**</b>
Financial Year Ending 2018	1	27	0
Financial Year Ending 2019	0	32	0
Financial Year Ending 2020	1	23	0
<b>TOTAL EVENTS FOR THE LAST 3 FINANCIAL YEARS</b>	<b>2</b>	<b>82</b>	<b>0</b>

\* An event may be counted more than once if more than one paragraph applies.

\*\* The Master Franchisor's financial year is a calendar year.

^ The Master Franchisee's number of terminated Franchise Agreements is provided on a 1 July – 30 June financial year.

**7.5 The following details about the Master Franchise:**

- (i) **the term of the franchise agreement, including the date that it began;**  
25 May 1993 – 1 February 2028. The Master Franchisee validly exercised its option to renew the Master Franchise Agreement and the new term commenced 1 February 2018 – 31 January 2028.
- (ii) **the territory of the franchise;**  
Australia and New Zealand.
- (iii) **whether the Master Franchise Agreement may be renewed;**  
Yes. The Master Franchisee exercised its option to renew the Master Franchise Agreement.
- (iv) **whether the Master Franchise Agreement may be extended and if so, any preconditions applying to an extension;**  
The Master Franchise Agreement has no further renewal terms.
- (v) **whether the scope of the Master Franchise Agreement may be extended;**  
No, not without the Master Franchisor's prior approval.
- (vi) **whether the Master Franchise Agreement may be transferred, and if so, whether the Sub-Franchisee is required to become a party to a franchise agreement with the transferee;**  
The Master Franchise Agreement may only be transferred with the prior written consent of the Master Franchisor.

The Master Franchisee will have the right to transfer or assign the Sub-Franchisee's Sub-Franchise Agreement and all or any part of its rights or obligations under the Sub-Franchise Agreement to any individual or legal entity, including but not limited to the Master Franchisor, and the Sub-Franchisee agrees to release the Master Franchisee from all liability to the

Sub-Franchisee for performance under their Sub-Franchise Agreement subsequent to any such assignment.

**(vii) the grounds on which the Master Franchise Agreement may be terminated;**

The Master Franchisor has the right to terminate the Master Franchise Agreement effective upon delivery of a notice of termination to the Master Franchisee if:

- (A) the Master Franchisee makes an assignment for the benefit of creditors or goes into liquidation or a receiver is appointed;
- (B) the Master Franchisee on 3 or more occasions within any 1 year fails to submit when due, sales reports or financial statements or to pay when due any payment due to the Master Franchisor;
- (C) the Master Franchisee is convicted of any offence or crime;
- (D) the Master Franchisee has made any material representation to the Master Franchisor;
- (E) the Master Franchisee intentionally under-reports sales or an audit by the Master Franchisor discloses an understatement of sales;
- (F) the Master Franchisee is in breach of particular clauses of the Master Franchise Agreement including “Use of Marks”, “Confidential Information”, or “Assignments”;
- (G) the Master Franchisee fails to execute any documents required under the Master Franchise Agreement;
- (H) the Master Franchisee contests the validity or ownership of Domino’s trade marks;
- (I) the Master Franchisee is in breach of any other agreement that would allow the Master Franchisor to terminate the Master Franchise Agreement;
- (J) the Master Franchisee is in breach of the store count requirements;
- (K) there is a change in the beneficial or legal shareholding of the Master Franchisee that is not permitted by the Master Franchise Agreement.

The Master Franchisee may terminate the Master Franchise Agreement in the following circumstances:

- (AA) the Master Franchisor fails to cure a breach within 30 days after receiving written notice from the Master Franchisee to do so.

**(viii) If the Master Franchise Agreement is terminated, how the Master Franchisee’s Sub-Franchise Agreement with the Sub-Franchisee is affected.**

Upon the expiration or termination of the Master Franchise Agreement, at the Master Franchisor’s option, the Master Franchisee will execute an assignment to the Master Franchisor (or its designee) of all right, title and interest in the Sub-Franchise Agreements.

## **8. INTELLECTUAL PROPERTY**

### **8.1 For any trade mark used to identify, and for any patent, design or copyright that is material to, the franchise system (intellectual property):**

**(a) description of the intellectual property; and**

The intellectual property comprises the Domino’s System (“Intellectual Property”) including the use of trade and service marks, commercial marks and commercial symbols used in connection with Domino’s Pizza (the “Marks”) and the licence to use the PULSE point of sale software.

The Domino’s system involves detailed methods for the preparation of pizza and the expansion of a chain of stores known as “Domino’s Pizza”. These stores specialise in the sale of pizza (and associated products), dine-in, take-away and delivery services. The

Domino's System is based on a uniform business format, specially designed equipment, recipes, methods, procedures and designs that are confidential to Domino's Pizza.

The Domino's System is a high-volume, high-promotional model, which also relies on, the use of the Marks. The Marks are valuable trademarks, service marks and commercial symbols owned, used, promoted and licensed by the Domino's group of companies. See **Annexure C "Trade Marks"** for details of the Marks.

PULSE is a point-of-sale software used in the Sub-Franchise. It is owned by Domino's Pizza LLC (a US company).

**(b) details of the Sub-Franchisee's rights and obligations in connection with the use of the intellectual property; and**

The Sub-Franchisee will be licensed to use the Intellectual Property subject to the Sub-Franchisee complying with its obligations under the Sub-Franchise Agreement - see clauses 2.1 "Grant", 14 "Store Products and Service", 15 "Advertising and Promotion", 17 "Operating Requirements", 18 "Marks", 20 "Termination and Expiration", 22 "Restrictive Covenants" and 23.5 "Survival" in particular.

The Sub-Franchisee's rights and obligations in connection with the use of the PULSE software are contained in the software sub-licence agreement set out in **Annexure L "PULSE System End User Agreement"** and the IT Support Services Agreement set out in **Annexure L-1 "IT Support Services Agreement"**.

The Sub-Franchisee's rights and obligations in connection with the use of the internet ordering services are contained in the Online Ordering Agreement set out in **Annexure L-2 "Online Ordering Agreement"**.

**(c) whether the intellectual property is registered in Australia, and if so, the registration date, registration number and place of registration; and**

See **Annexure C "Trade Marks"** for a list of the registered Marks used by the Master Franchisee in the Domino's System.

**(d) any judgment or pending proceedings that could significantly affect ownership or use of the intellectual property, including:**

- (i) name of court or tribunal; and**
- (ii) matter number; and**
- (iii) summary of the claim or judgment; and**

The Master Franchisee has no knowledge of any judgments or pending proceedings in relation to the Intellectual Property within Australia.

**(e) if the intellectual property is not owned by the Master Franchisee – who owns it; and**

DPIF owns or has the right to grant licences to use the Intellectual Property. Domino's Pizza LLC owns or has the right to grant licences to use the PULSE software and the Inventory App software.

**(f) details of any agreement that significantly affects the Master Franchisee's rights to use, or to give others the right to use, the intellectual property, including:**

- (i) parties to the agreement; and**

**Master Franchise Agreement**

- (a) Master Franchise Agreement between DPII and Domino's Home Delivery Pty Ltd ("**DHD**") ACN 059 081 300 dated 25 May 1993.
- (b) First Addendum to Master Franchise Agreement between DPII and DHD dated 19 July 1993.
- (c) Conversion Agreement and Second Amendment to Domino's Pizza International Inc. Master Franchise Agreement for Australia between DPII, DHD, Competitive Foods Australia Limited and Master Franchisee dated 1 August 1995.

- (d) Assignment and Consent Agreement entered into between DP11, DHD and the Master Franchisee dated 29 October 1998.
- (e) Third Amendment to Domino's Pizza International, Inc. Master Franchise Agreement for Australia and New Zealand between DP11 and the Master Franchisee dated 9 March 1999.
- (f) Collateral Deed – Master Franchise Agreement between DP11, Domino's Pizza and others dated 5 June 2002.
- (g) Fourth Amendment to Domino's Pizza International, Inc. Master Franchise Agreement for Australia and New Zealand between DP11 and the Master Franchisee dated 24 January 2005.
- (h) Fifth Amendment to Domino's Pizza International, Inc. Master Franchise Agreement for Australia and New Zealand between DP11 and the Master Franchisee dated 1 February 2005.
- (i) Sixth Amendment to Domino's Pizza International, Inc. Master Franchise Agreement for Australia and New Zealand between DP11 and the Master Franchisee dated 1 March 2005.
- (j) Assignment of Master Franchise Agreement for Australia and New Zealand between DP11 and DP1F dated April 2007.

#### **Software Licence Agreement (PULSE)**

Domino's Pizza Distribution LLC Master Sub-Franchisee PULSE System License Agreement between the Master Franchisee and Domino's Pizza Distribution LLC dated 1 January 2018 (the "**PULSE Licence Agreement**") expires 31 December 2028.

#### **Source Code Licensing Agreement (Inventory)**

Mobile Inventory Application Source Code Licensing Agreement between the Master Franchisee and Domino's Pizza Distribution LLC (the "**Inventory Source Code Agreement**").

#### **(ii) nature and extent of any limitation; and**

##### **Master Franchise Agreement**

The Master Franchisee can only use the Intellectual Property within Australia and New Zealand (the Master Franchisee holds separate Master Franchise Agreements for its other territories). The licence to use the Intellectual Property is subject to the compliance by the Master Franchisee of the terms detailed in the Master Franchise Agreement.

#### **Software Licence Agreement (PULSE)**

The PULSE Licence Agreement contains customary terms and conditions found in software licence agreements of this size and type.

#### **Source Code Licensing Agreement (Inventory)**

The Master Franchisee can only use the source code for operation of the mobile inventory application in the Master Franchisee's store locations.

#### **(iii) duration of the agreement; and**

##### **Master Franchise Agreement**

The initial term of the Master Franchise Agreement ended on 1 February 2018. The Master Franchisee validly exercised its option to renew the Master Franchise Agreement and the new expiry date is 31 January 2028.

#### **PULSE Licence Agreement**

The PULSE Licence Agreement continues until 31 December 2028 and can be terminated pursuant to its provisions.

#### **Source Code Licensing Agreement (Inventory)**

The Inventory Source Code Licensing Agreement continues whilst the Master Franchisee remains a master franchisee of DP1F and is using the source code. It can be terminated pursuant to its provisions.

#### **(iv) conditions under which the agreement may be terminated; and**

##### **Master Franchise Agreement**

The Master Franchise Agreement may be terminated by DPIF upon the happening of various insolvency related events in respect of the Master Franchisee. In addition, DPIF may also terminate if the Master Franchisee:

- on three or more occasions within any one year fails to provide the required reports or fails to make payments due to DPIF or its related corporations;
- is convicted of any offence or crime or engages in any conduct which DPIF believes may substantially impair the goodwill associated with the Domino's Trade Marks;
- makes any material misrepresentations to DPIF in relation to its application for a sub-franchise;
- intentionally under-reports sales for any period or if an audit by DPIF discloses an understatement of sales and the Master Franchisee fails to pay the applicable fees to DPIF together with interest due within 21 days of the final audit report;
- is in breach of its obligations in relation to DPIF's intellectual property, confidentiality or assigns the Master Franchise Agreement without DPIF's consent;
- fails to properly execute any documents required by the Master Franchise Agreement or in connection with the operation of any store and fails to correct that failure within 30 days after a request;
- directly or indirectly contests the validity of the Domino's Trade Marks or DPIF's ownership of the Trade Marks or its right to use or licence others to use the Trade Marks; or
- is in breach of any agreement with DPIF which would entitle DPIF to terminate such agreement;
- has any change in the beneficial or legal shareholding of the Master Franchisee not permitted by the Master Franchise Agreement; or
- does not achieve its agreed growth targets during the term of the Master Franchise Agreement.

#### **PULSE Licence Agreement**

The PULSE Licence Agreement can be terminated in the event of default, insolvency or if the software is replaced with products of similar functionality.

#### **Source Code Licensing Agreement (Inventory)**

The Inventory Source Code Licensing Agreement can be terminated in the event of default, or if the Master Franchisee no longer requires the source code to operate the inventory platform.

#### **8.2 The Master Franchisee is taken to comply with Item 8.1 for any information that is confidential if the Master Franchisee gives:**

- (a) a general description of the subject matter; and
- (b) a summary of conditions for use by the Sub-Franchisee.

See Item 8.1 above.

### **9. SUB-FRANCHISE SITE OR TERRITORY**

#### **9.1 Whether the Sub-Franchise is:**

- (a) for an exclusive or non-exclusive territory; or

See Annexure AA "Key Facts Sheet" for more information.

#### **Option 1. Where any new SFA is being issued after 1 October 2016**

See clause 6 "Territory" of the Sub-Franchise Agreement.

The Sub-Franchisee must operate the Store within the Territory (as defined in the Sub-Franchise Agreement). The Sub-Franchisee store's territory is comprised of an exclusive



territory, which cannot be altered except with the Sub-Franchisee's consent ("the Territory") and potentially an adjoining area outside the Territory over which the Master Franchisee may grant the Sub-Franchisee a temporary service right ("Service Grant"). The Service Grant may be removed or modified by the Master Franchisee on 28 days' notice. Both the Territory and Service Grant (where granted) are exclusive territories and the rights within those territories are identical, except the right of the Master Franchisee to remove and modify the Service Grant where it may establish a new store. The information and data comprising the Territory and Service Grant (where granted) are strictly subject to clause 6.6 "Territory Map" in the Sub-Franchise Agreement.

## **Option 2. Any Existing Option Deed (starting before 1 October 2016) which is now being exercised**

See clause 6 "Territory" of the Sub-Franchise Agreement.

The Sub-Franchisee must operate the Store within the Territory (as defined in the Sub-Franchise Agreement). Provided the Sub-Franchisee is in compliance with the terms of the Sub-Franchise Agreement, the Master Franchisee will not operate or grant a sub-franchise for the operation of a Domino's Pizza Store during the Term of this Agreement the territory for which significantly overlaps the Territory subject to clause 6.5 "Reservation of Sub-Franchise Rights" (or applicable) in the Sub-Franchise Agreement, without the Sub-Franchisee's approval.

However, the Master Franchisee does reserve its rights as follows in the Sub-Franchise Agreement:

### **"Reservations of Sub-Franchise Rights**

1. *The Master Franchisee reserves the right to open, operate or grant a sub-franchise to a third party to operate:*
  - (a) *a pizza store only within any metropolitan railway station, highway service centre (whatever such centre may be called) (a store in such a centre to provide a pick-up service only), theme or amusement park, airport, stadium, sports ground, indoor sports arena, entertainment centre, bowling alley, school, college, university or other educational campus or for any special events,*
  - (b) *any food outlet other than a pizza store, and*
  - (c) *without limiting paragraph 1(b), a gourmet pizza store (not a Domino's Pizza Store),*  
*in any area, including within the Territory and Service Grant (if applicable)."*

As outlined in the Master Franchisee's policy 'Policy – Sub-Franchisee Requests for Territory Changes' (as amended from time to time), a Sub-Franchisee may request in writing to the Master Franchisee to temporarily exclude a part of their Territory ("**Excluded Territory**"). The Master Franchisee may, in its sole discretion, provide the Sub-Franchisee with an option to continue servicing the Excluded Territory and impose a delivery surcharge (with the delivery surcharge amount to be determined by the Master Franchisee) on each delivery within the Excluded Territory. If the Excluded Territory is in effect for three consecutive months or more than four months within a twelve-month period, the Excluded Territory will be permanently and automatically surrendered to the Master Franchisee without compensation to the Sub-Franchisee, unless the Master Franchisee has otherwise agreed in writing with the Sub-Franchisee. For clarity, the Excluded Territory will be considered in effect for the period the Sub-Franchisee imposes the delivery surcharge on deliveries within the Excluded Territory.

In the event that the Excluded Territory is surrendered to the Master Franchisee ("**Surrendered Territory**"), the Master Franchisee may, in its discretion, grant a service right back to the Sub-Franchisee, provide a service right to a neighbouring sub-franchisee or

otherwise deal with the Surrendered Territory as it sees fit. In the event that the Sub-Franchisee is granted a service right to the Surrendered Territory, the Master Franchisee may upon providing notice, cancel such service right, without any compensation to the Sub-Franchisee.

**(b) limited to a particular site.**

Clause 9.9 "Relocation" of the Sub-Franchise Agreement states that the Sub-Franchisee will not be able to relocate its franchised operation within the Territory without first obtaining the written approval of the Master Franchisee. In accordance with clause 5.5.2 and clause 6 "Territory" of the Sub-Franchise Agreement, the Sub-Franchisee cannot operate its franchised operation outside the Territory without the Master Franchisee's prior permission. It is the policy of the Master Franchisee that territory boundaries are drawn down the middle of a street and that neighboring territories will deliver only to their respective sides of the street.

**9.2 For the territory of the Sub-Franchise:**

**(a) whether other Sub-Franchisees may operate a business that is substantially the same as the Sub-Franchised business; and**

Other Sub-Franchisees may not operate a business that is substantially the same as the franchised business in the territory of another Sub-Franchisee. See also the response to Item 9.1 above of this Disclosure Document.

As set out in clause 22.1 "In-Term Covenant" of the Sub-Franchise Agreement, the Sub-Franchisee or Owners (as defined in the Sub-Franchise Agreement) cannot operate a business that is substantially the same as Domino's Pizza during the term of the Sub-Franchise Agreement. In addition, subject to clause 22.2.1 "Post-Term Covenant" of the Sub-Franchise Agreement prevents the Sub-Franchisee or Owners from operating a business within the Territory that is similar to Domino's Pizza, for three years after expiry or termination of the Sub-Franchise Agreement.

**(b) whether the Master Franchisee or an associate of the Master Franchisee may operate a business that is substantially the same as the Sub-Franchised business; and**

The Master Franchisee may operate or grant a sub-franchise for the operation of a Domino's Pizza Store provided that it does not significantly overlap the Territory as determined by the Master Franchisee. However, please see the response to Item 9.1 above of this Disclosure Document.

**(c) whether the Master Franchisee or an associate of the Master Franchisee may establish other sub-franchises that are substantially the same as the Sub-Franchise; and**

The Master Franchisee and its associates may establish, but do not have any present intention of establishing as at the date of this Disclosure Document, any other sub-franchises that are similar to Domino's Pizza within the Territory.

**(d) whether the Sub-Franchisee may operate a business that is substantially the same as the Sub-Franchised business outside the Territory of the Sub-Franchise; and**

In terms of clause 22.2.1 "Post-Term Covenant" of the Sub-Franchise Agreement, the Sub-Franchisee or its Owners may not, whether within or outside the Territory, carry on a business that is similar to the Domino's System, or be concerned or interested, whether directly or indirectly, in any firm or corporation conducting a business similar to the Domino's business.

**(e) whether the Master Franchisee may change the Territory or site of the Sub-Franchise and if so, the circumstances.**

Pursuant to clause 14.2.2 "Delivery Service" of the Sub-Franchise Agreement, should the Sub-Franchisee be unable to meet an eight-minute delivery criteria (during peak trading times) the Master Franchisee may, at its option, review the Territory or the Sub-Franchisee

must consider a Territory split as recommended by the Master Franchisee. Alternatively, the Sub-Franchisee is entitled to remove, sell or assign a portion of its Territory (with prior consent of the Master Franchisee) in accordance with clause 24 “Assignment” of the Sub-Franchise Agreement.

As outlined in the Master Franchisee’s policy ‘Policy – Sub-Franchisee Requests for Territory Changes’ (as amended from time to time), a Sub-Franchisee may request in writing to the Master Franchisee to temporarily exclude a part of their Territory (“**Excluded Territory**”). The Master Franchisee may, in its sole discretion, provide the Sub-Franchisee with an option to continue servicing the Excluded Territory and impose a delivery surcharge (with the delivery surcharge amount to be determined by the Master Franchisee) on each delivery within the Excluded Territory. If the Excluded Territory is in effect for three consecutive months or more than four months within a twelve-month period, the Excluded Territory will be permanently and automatically surrendered to the Master Franchisee without compensation to the Sub-Franchisee, unless the Master Franchisee has otherwise agreed in writing with the Sub-Franchisee. For clarity, the Excluded Territory will be considered in effect for the period the Sub-Franchisee imposes the delivery surcharge on deliveries within the Excluded Territory.

In the event that the Excluded Territory is surrendered to the Master Franchisee (“**Surrendered Territory**”), the Master Franchisee may, in its discretion, grant a service right back to the Sub-Franchisee, provide a service right to a neighbouring sub-franchisee or otherwise deal with the Surrendered Territory as it sees fit. In the event that the Sub-Franchisee is granted a service right to the Surrendered Territory, the Master Franchisee may upon providing notice, cancel such service right, without any compensation to the Sub-Franchisee.

## **10. SUPPLY OF GOODS OR SERVICES TO A SUB-FRANCHISEE**

### **10.1 For the Master Franchisee’s requirements for supply of goods and services to a Sub-Franchisee – details of:**

#### **(a) any requirement for the Sub-Franchisee to maintain a level of inventory or acquire an amount of goods or services; and**

At the time the Store opens for business, the Sub-Franchisee must stock the initial inventory of supplies, equipment and materials prescribed by the Master Franchisee. Thereafter, it must stock and maintain all types of supplies, equipment and materials which the Master Franchisee prescribes, in quantities sufficient to meet reasonably anticipated customer demand (clause 14.3.7 “Supplies, Equipment and Materials” of the Sub-Franchise Agreement).

In a Domino’s Pizza Store the majority of inventory that is required to be purchased is of a perishable nature, and the level of stock required will be dictated by a combination of volume of sales and life span of product and this varies according to each store. For example, with weekly sales of \$20,000 the Sub-Franchisee would need to hold approximately \$8,000 of stock.

#### **(b) restrictions on acquisition of goods and services by the Sub-Franchisee from other sources; and**

See **Annexure AA “Key Facts Sheet”** for more information.

See clause 14.3 “Supplies, Equipment and Materials” of the Sub-Franchise Agreement.

The Sub-Franchisee must purchase nominated product that satisfies the standard specifications of the Master Franchisee as part of operating the Sub-Franchised business. The nominated product is essential in order to maintain the proprietary interest of the Domino’s Pizza brand, and includes (but is not limited to) food and pizza ingredients, packaging and print material, beverage, dispensing, storage and display equipment, delivery and related motor vehicles, equipment, fixtures, furniture, exterior and interior signage,

decorations, cooking materials, containers, paper and plastic products, utensils, uniforms, menus, forms and cleaning and sanitation materials.

If the Sub-Franchisee proposes to purchase or lease items or equipment not previously approved as nominated product as meeting its specifications, the Sub-Franchisee must first notify the Master Franchisee who may require, at the Sub-Franchisee's cost, submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether any such items meet the Master Franchisee's specifications.

The Master Franchisee requires a prospective Sub-Franchisee (that is not currently a Sub-Franchisee under the Domino's System) to enter into an Agency and Template Agreement with the Master Franchisee for the construction/fit out of a new store. A copy of the Agency and Template Agreement is set out at **Annexure N "Agency and Template Agreement"**. This form of agreement is subject to change at the discretion of the Master Franchisee.

- (c) ownership by the Master Franchisee or an associate of the Master Franchisee of an interest in any supplier from which the Sub-Franchisee may be required to acquire goods and services; and**

See **Annexure AA "Key Facts Sheet"** for more information.

The Master Franchisee does not have any interest in any supplier of goods or services to its Sub-Franchisees other than Construction, Supply & Service ("**CSS**") (for service and supply support), Ride Sports ANZ (for supply of bikes and related goods) or Impressu Print Group (for printing and distribution of marketing material) which are subsidiaries of the Master Franchisee. A Sub-Franchisee is not required to use CSS, Ride Sports ANZ or Impressu Print Group and is free to use third parties provided consistency is maintained, in accordance with clause 14 "Store Products and Service" of the Sub-Franchise Agreement.

- (d) the obligation of the Sub-Franchisee to accept goods or services from the Master Franchisee, or from an associate of the Master Franchisee; and**

If the Master Franchisee (or its agent) elects to provide the nominated product that satisfies the standard specifications of the Master Franchisee to Sub-Franchisees for use in the Sub-Franchised operations then the Sub-Franchisee will be obliged under clause 14.3.2 "Supplies, Equipment and Materials" of the Sub-Franchise Agreement to accept it unless the Sub-Franchisee first notifies the Master Franchisee who may require, at the Sub-Franchisee's cost, submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether any such items meet the Master Franchisee's standards and specifications.

Clause 16.2 "Records and Reports" states that where the Sub-Franchisee fails to provide the Master Franchisee any information required by clause 16, the Sub-Franchisee consents to the Master Franchisee appointing a qualified accountancy advisor to the Sub-Franchised Operation. In accordance with clause 16.4, should this occur, the Sub-Franchisee agrees to be responsible for all professional costs and outlays incurred by the Master Franchisee in appointing the accountancy advisor under clause 16.2.

Clause 16.6 "Right to Require Audit" states that the Master Franchisee reserves the right to audit or cause to be audited various sales reports of the Sub-Franchisee. In the event the audit reveals an understatement of Sale of 2% or more, the Sub-Franchisee must reimburse the Master Franchisee for the cost of the audit.

Clause 17.13 "Insurance" states the Sub-Franchisee must provide the Master Franchisee with evidence of appropriate insurances. If the Sub-Franchisee fails to do so, the Master Franchisee may obtain insurance coverage for the Sub-Franchise on behalf of the Sub-Franchisee. Any costs incurred in undertaking this service will be borne by the Sub-Franchisee.

The Sub-Franchisee is required to comply with the Master Franchisee's requirements regarding bookkeeping services, as detailed in the applicable operating procedures, specifications and policies. If applicable, the Sub-Franchisee will be required to sign the Domino's Bookkeeping Services Agreement, a copy of which is contained in **Annexure J "Bookkeeping Services Agreement"**.

**(e) the Master Franchisee's obligation to supply goods or services to the Sub-Franchisee; and**

The Master Franchisee's obligations to supply goods or services to the Sub-Franchisee are set out in the Sub-Franchise Agreement and relevant policies. These include (but are not limited to):

- Store location advice and approval (clause 9 "Store Location" of the Sub-Franchise Agreement);
- Store development and refurbishing services and advice (clauses 10 "Store Development" and 11 "Store Refurbishing" of the Sub-Franchise Agreement);
- Training services (clause 12 "Training" of the Sub-Franchise Agreement);
- Operating assistance and requirements (clauses 13 "Operating Assistance" and 17 "Operating Requirements" of the Sub-Franchise Agreement);
- Store products and service advice and services (clause 14 "Store Products and Service" of the Sub-Franchise Agreement);
- Advertising and promotion services (clause 15 "Advertising and Promotion" of the Sub-Franchise Agreement); and
- Records and reporting services (clause 16 "Records and Reports" of the Sub-Franchise Agreement).

**(f) whether the Sub-Franchisee will be offered the right to be supplied with the whole range of the goods or services of the Sub-Franchise; and**

It is the Master Franchisee's intention to offer to all Sub-Franchisees the whole range of goods or services of the Domino's Pizza franchise. It may be that due to circumstances of short-term promotional campaigns or research and development undertakings that certain goods and services will not be available for all Sub-Franchisees. The Master Franchisee will at all times consult with Sub-Franchisees (or their representatives) in relation to these issues.

**(g) conditions under which the Sub-Franchisee can return goods, and to whom; and**

The return of goods by a Sub-Franchisee is subject to the normal trading conditions of the suppliers from whom the goods are purchased. All of the trading conditions are subject to the obligations imposed under the *Competition and Consumer Act 2010* (Cth), and other applicable Commonwealth, State or Territory legislation.

**(h) conditions under which the Sub-Franchisee can obtain a refund for services provided by the Master Franchisee, and from whom; and**

Refunds for services provided by the Master Franchisee will be in accordance with the provisions of the *Competition and Consumer Act 2010* (Cth) and other applicable Commonwealth, State or Territory legislation.

**(i) whether the Master Franchisee may change the range of goods or services, and if so, to what extent; and**

The Master Franchisee may from time to time develop and introduce new products or services that enable the Domino's Pizza franchise to conform with obligations to DPIF under the Master Franchise Agreement and/or changes in market conditions. The extent of any change will be fully discussed with Sub-Franchisees at the time of change. Pursuant to clause 17.8 "Improvements to Domino's System" of the Sub-Franchise Agreement, the Master Franchisee will make available to the Sub-Franchisee any improvements, updates or developments in the Domino's System.

**(j) whether the Master Franchisee, a master franchisor (if different from the Master Franchisee), or an associate of the Master Franchisee or master**

**franchisor, will receive a rebate or other financial benefit from a supplier of goods or services to the sub-franchisee; and**

(a) The Master Franchisee at times may receive a rebate or other financial benefit from the following suppliers of goods and/or services to Sub-Franchisees in Australia:

Datacom, Mandoe and NAVMAN Wireless.

(b) The following suppliers of goods and/or services to Sub-Franchisees in Australia have provided sponsorships in connection with conferences organised by the Master Franchisee to which Sub-Franchisees are invited to attend:

Amazon Web Services, Americold, Asahi Beverages, Ausfine Foods, CNE Constructions, ComGroup, Datacom, Detpak, Ecolab, Edlyn Foods Pty Ltd, FTA Food Solutions, Kagome, Leprino, Markwell Pacific Marketing, Marsh, McCormick Foods, Mexican Express, Mission Foods, Newly Weds Foods, Priestley's Gourmet Delights, PM Fresh, Real Dairy Australia Pty Ltd, Rentmax, EPI Capital (TANDA), Tibaldi, Tip Top Food Service, Visy Board, Zipform Packaging.

If the Master Franchisee holds the lease for a site and the landlord provides an incentive for occupation, the incentive will be applied to the store in accordance with the terms of the applicable lease, Store Licence Agreement (contained in Annexure S-1) and the Sub-Franchise Agreement. See **Annexure S "Lease Details"** for more information.

See **Annexure AA "Key Facts Sheet"** for more information.

**(k) if the Master Franchisee, master franchisor or associate will receive a rebate or other financial benefit described in paragraph (j) from one or more suppliers:**

**(i) the nature of the rebate or other financial benefit received from each supplier:**

For the suppliers of goods or services to Sub-Franchisees in Item 10.1(j)(a) above:

Datacom: The rebate or other financial benefit that may be received is in connection with Datacom's supply of technology and software related goods and/or services to Domino's stores.

Mandoe: The Master Franchisee may receive a rebate or other financial benefit in connection with the onboarding of Domino's stores to Mandoe services which primarily relate to digital signage.

NAVMAN Wireless: The rebate or other financial benefit that may be received is in connection with the installation of NAVMAN Wireless in Domino's stores.

For the suppliers of goods or services to Sub-Franchisees in Item 10.1(j)(b) above, the Master Franchisee may receive sponsorship amounts for conferences that are organised by the Master Franchisee to which Sub-Franchisees are invited to attend.

**(ii) the name of each business providing the rebate or other financial benefit; and**

See the Master Franchisee's response in Item 10.1(j) above for details on the name of each business providing the rebate or other financial benefit.

**(iii) the total amount of rebates or other financial benefits received in the previous financial year from each supplier, expressed as a single aggregate percentage of total group purchases from that supplier (not including any purchases made by units of the franchised business operated by the Master Franchisee, master franchisor or associate); and**

***This information is confidential and has been redacted from this version of the Disclosure Document.***

- (l) whether a rebate or other financial benefit in paragraph (j) is shared directly, or indirectly, with the Sub-Franchisee; and**

A rebate or financial benefit from a supplier in Item 10.1(j)(a) is not shared with Sub-Franchisees.

A rebate or financial benefit from a supplier in Item 10.1(j)(b) relating to sponsorship is used for conferences that are organised by the Master Franchisee to which Sub-Franchisees are invited to attend.

- (m) if a rebate or other financial benefit described in paragraph (j) is shared directly or indirectly with the Sub-Franchisee:**

- (i) the method for working out how much of the rebate or other financial benefit is retained by the Master Franchisee, master franchisor or associate, and how much is shared, directly or indirectly, with the Sub-Franchisee, described by reference to a percentage of the rebate or other financial benefit, or another method for working out how much is retained, and how much is shared with the Sub-Franchisee; and**

The Master Franchisee does not retain any sponsorship amounts received from suppliers in Item 10.1(j)(b). These amounts are applied in full for the purpose of conferences that are organised by the Master Franchisee and to which Sub-Franchisees are invited to attend.

- (ii) a description of each direct and indirect benefit received by the Sub-Franchisee.**

See the Master Franchisee's response to Item 10.1(j), Item 10.1(k) and Item 10.1(l) above.

NOTE: Before a requirement is made under paragraph (b) or (c), the Master Franchisee may notify, or seek authorisation from, the Australian Competition and Consumer Commission (See Part VII of the Act).

## **11. SUPPLY OF GOODS OR SERVICES BY A SUB-FRANCHISEE**

### **11.1 For the Master Franchisee's requirements for supply of goods or services by a Sub-Franchisee – details of:**

- (a) restrictions on the goods or services that the Sub-Franchisee may supply; and**

In terms of clause 14 "Store Products and Service" of the Sub-Franchise Agreement, the Sub-Franchisee is restricted to supplying only the goods and services that form part of Domino's Pizza franchised business. The Sub-Franchisee will be required to follow recipes and food presentation techniques developed and observe the recommendations of the Master Franchisee as to the manner and methods of preparing and presenting food. Compliance with all Manuals, operating procedures, and policies that may be issued by the Master Franchisee is essential in order to ensure the proper operation of the Sub-Franchised business.

Under clause 17.4 "Setting of Prices" of the Sub-Franchise Agreement, the Master Franchisee may from time to time offer guidance to the Sub-Franchisee relative to prices that the Master Franchisee recommends for the products and services of the Store that in the Master Franchisee's judgment constitute good business practice. Unless contrary to law, the Master Franchisee may notify the Sub-Franchisee in writing that the Master Franchisee requires that the prices for the goods and services (including through discounts and other promotions) sold by the Sub-Franchisee do not exceed a certain maximum amount or certain minimum amount which is to be determined by the Master Franchisee.

**(b) restrictions on the persons to whom the Sub-Franchisee may supply goods or services; or**

Clause 14.3.5 “Supplies, Equipment and Materials” of the Sub-Franchise Agreement prohibits a Sub-Franchisee from selling or supplying to any third party, not part of the Domino’s system, any ingredients, supplies or materials that are purchased from the Master Franchisee, DPIF or any suppliers or distributors for the franchised operation. Sub-Franchisees may otherwise sell products that form part of the Domino’s range to any customers whatsoever.

**(c) whether the Sub-Franchisee must supply the whole range of the goods or services of the franchise.**

Clause 14.1 “Store Menu” of the Sub-Franchise Agreement obliges Sub-Franchisees to provide all the pizza and beverage products and the take-away, dine-in and delivery services that the Master Franchisee from time to time authorises.

NOTE: Before a requirement is made under paragraph (b) or (c), the Master Franchisee may notify, or seek authorisation from, the Australian Competition and Consumer Commission (See Part VII of the Act).

## **12. SUPPLY OF GOODS OR SERVICES – ONLINE SALES**

### **12.1 Details of whether the Sub-Franchisee may make available online:**

- (a) goods of the same type or brand; or**
- (b) services of the same type.**

The Sub-Franchisee is prohibited from setting up or being associated with any other website or application which relates either directly or indirectly to the Domino’s system.

See **Annexure AA “Key Facts Sheet”** for more information.

### **12.2 If goods or services may be made available online by the Sub-Franchisee, the following information:**

- (a) whether the Sub-Franchise Agreement restricts, or places conditions on, the Sub-Franchisee’s ability to make those goods and services available online;**

The Sub-Franchisee is prohibited from setting up or being associated with any other website or application which relates either directly or indirectly to the Domino’s system.

- (b) whether the goods may be made available via a third party website, and if so, specified restrictions or conditions by the Master Franchisee on the Sub-Franchisee’s use of a third party website;**

The Sub-Franchisee is prohibited from setting up or being associated with any other website or application which relates either directly or indirectly to the Domino’s system.

- (c) the extent to which those goods or services may be supplied outside the territory of the Franchise.**

The Sub-Franchisee is prohibited from setting up or being associated with any other website or application which relates either directly or indirectly to the Domino’s system.

### **12.3 Details of whether:**

- (a) the Master Franchisee or an associate of the Master Franchisee; or**
- (b) other Sub-Franchisees;**

**makes, or expects to make, goods or services available online.**

The Master Franchisee makes pizza and pizza-related products available in store available online through the various websites and applications hosted by the Master Franchisee including but not limited to the below (the “**Websites**”):

<a href="http://www.dominos.com.au">www.dominos.com.au</a>	<a href="http://www.dominos.co.nz">www.dominos.co.nz</a>	<a href="http://thebigone.dominos.com.au">thebigone.dominos.com.au</a>
--	--	--



www.constructionssupplyservice.com.au	www.impressu.com.au	www.ridesports.com.au
Domino's App in the Apple App Store	Domino's App in the Google Play Store	Domino's Offers App in the Apple App Store
Domino's Offers App in the Google Play Store	Domino's Zero Click App in the Apple App Store	Domino's Zero Click App in the Google Play Store
Domino's Restaurant listings on Deliveroo, UberEATS, EASI, Menulog and DoorDash	Domino's Restaurant Listings on Google Food Ordering Platform	Domino's Alexa Skills
Domino's Google Assistant Action		

**12.4 If goods or services are made, or are expected to be made, available online by the Master Franchisee, an associate of the Master Franchisee or other Sub-Franchisees, the following information:**

**(a) the extent to which those goods or services may be supplied in the territory of the Franchisee;**

The goods may be ordered by any customer within the Sub-Franchisee's territory and will be made available by the Sub-Franchisee as a pick-up, dine-in or delivery order.

**(b) in the case of goods or services made available via a third party website – the domain name or URL of the third party website.**

The Master Franchisee operates its own Websites, however goods may also be offered online through third party aggregator websites or applications, from time to time, such as Uber Eats, Deliveroo, EASI, Menulog and DoorDash ("**Aggregator Apps**"). These arrangements with the Aggregator Apps can however be terminated by the Master Franchisee at short notice. The Master Franchisee may also, from time to time, offer goods or discount vouchers through third party website providers or applications, for example, the PayPal App.

**12.5 Details of any profit sharing arrangements that apply in relation to goods or services made available online and would affect the Sub-Franchisee, and whether these arrangements may be unilaterally changed by the Master Franchisee.**

There are no profit sharing arrangements as such. However, the Master Franchisee charges fees for the provision of the online ordering system as contained in **Annexure E "Schedule of Prepayments, Establishment Costs and Other Payments"** of the Disclosure Document. The fees associated with the online ordering system change from time to time.

The Master Franchisee administers an online ordering system for all stores in Australia and New Zealand. A customer that places an order online is directed to the store in whose territory they are located within. The relevant Sub-Franchisee in that case receives the full payment for the order. However, there is an order fee charged by the Master Franchisee for the use of the online ordering service and a processing fee where the customer chooses to pay using a credit card or digital payment option. For more details on the fees associated with online ordering please refer to **Annexure E "Schedule of Prepayments, Establishment Costs and Other Payments"** of the Disclosure Document.

If the Sub-Franchisee elects to use Aggregator Apps to sell goods, a commission will be charged on sales made through that Aggregator App by that aggregator. For more details on the commission charged through these Aggregator Apps please refer to **Annexure E "Schedule of Prepayments, Establishment Costs and Other Payments"** of the Disclosure Document.

## **13. SITES OR TERRITORIES**

**13.1 The policy of the Master Franchisee, or an associate of the Master Franchisee, for selection of as many of the following as are relevant:**

- (a) the site to be occupied by the Sub-Franchised business;**
- (b) the territory in which the Sub-Franchised business is to operate.**

The policy of the Master Franchisee is to undertake research to establish the viability of each site and the Territory prior to the grant of Sub-Franchise. Many factors are taken into consideration as to each territory, and may include:

- Number of households;
- Demographic analysis of population;
- Population and housing trends;
- Presence of competitive operations;
- Competitive lease terms;
- Exposure;
- Accessibility; and
- Structural suitability.

Wherever possible the Sub-Franchisee is involved in the site selection process. In accordance with clause 9.1 “Advice and Approval” of the Sub-Franchise Agreement the Sub-Franchisee must obtain the Master Franchisee’s written approval in regard to any proposed Store location.

The information and data comprising the Territory and Service Grant (where granted) are strictly subject to clause 6.6 “Territory Map” in the Sub-Franchise Agreement.

The Sub-Franchisee can engage the Master Franchisee as its agent to perform certain tasks in respect to securing a lease for a property in a new or existing site, extending a lease, varying a lease, renewing a lease or negotiating a lease matter with the applicable landlord. **Annexure M-2 “Leasing Services Agreement”** contains the terms of the agency arrangement, project details, services and fees. Before the Master Franchisee will commence any work or take instructions from a Sub-Franchisee, the Sub-Franchisee must sign and return the Leasing Services Agreement.

See **Annexure S “Lease Details”** and the Lease itself (and ancillary documents) for further information.

See **Annexure AA “Key Facts Sheet”** for more information.

**13.2 Details of whether the territory or site to be sub-franchised has, in the previous 10 years, been subject to a sub-franchised business operated by a previous sub-franchise granted by the Master Franchisee and, if so, details of the sub-franchised business, including the circumstances in which the previous Sub-Franchisee ceased to operate.**

See **Annexure P “Site & Territory Details”** for details of the Site and Territory in respect of the Sub-Franchised Store.

**13.3 Details of whether the Master Franchisee, or an associate of the Master Franchisee, has an interest in a lease that will be used for the operation of the franchised business, including an interest as a landlord or head lease, or another interest disclosed under clause 13 of this Code.**

See **Annexure S “Lease Details”** for details of the Master Franchisee’s interest in the lease that will be used for the operation of the franchised business, including any interest in the lease that is required to be disclosed to the Sub-Franchisee under clause 13 of the Code.

**13.4 The details mentioned in items 13.2 and 13.3 must be provided:**  
**(a) in a separate document; and**  
**(b) with the disclosure document.**

The details mentioned in Item 13.2 above are attached in a separate document marked **Annexure P “Site & Territory Details”** which is provided with this Disclosure Document.

The details mentioned in Item 13.3 above are attached in a separate document marked **Annexure S “Lease Details”** which is provided with this Disclosure Document.

## 14. OTHER PAYMENTS

### PREPAYMENTS

#### 14.1 If the Master Franchisee requires a payment before the Sub-Franchise Agreement is entered into – why the money is required, how the money is required, how the money is to be applied and who will hold the money.

See Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”. All moneys payable are to be paid by direct deposit or bank cheque.

See Annexure AA “Key Facts Sheet” for more information.

#### Franchise Fee or Transfer Fee

*[Delete options that do not apply].*

#### **Option 1 - For a Corporate Store Sale - If Buyer is required to pay a Sub-Franchise Fee**

The Master Franchisee requires the Prospective Sub-Franchisee to pay a Sub-Franchise Fee of **[\$insert]** plus GST to the Master Franchisee, as set out in Annexure E.

#### **Option 2 - For a Corporate Store Sale - If Buyer is not required to pay a Sub-Franchise Fee**

The Master Franchisee does not require the Prospective Sub-Franchisee to pay a Sub-Franchise Fee to the Master Franchisee.

#### **Option 3 - For an Option Deed - If Franchisee is required to pay a Short-Term Sub-Franchise Fee**

The Master Franchisee requires the Prospective Sub-Franchisee to pay a Short-Term Sub-Franchise Fee of **[\$insert]** plus GST to the Master Franchisee, as set out in Annexure E.

#### **Option 4 - For an Option Deed - If Franchisee is not required to pay a Short-Term Sub-Franchise Fee**

The Master Franchisee does not require the Prospective Sub-Franchisee to pay a Short-Term Sub-Franchise Fee to the Master Franchisee.

#### **Option 5 – For a Franchisee to Franchisee Sale - If Seller is required to pay Transfer Fee**

The Prospective Sub-Franchisee is not required to pay a Transfer Fee or Sub-Franchise Fee to the Master Franchisee.

#### **Option 6 – For a Franchisee to Franchisee Sale - If Buyer is required to pay Transfer Fee**

The Master Franchisee requires the Prospective Sub-Franchisee to pay an amount equal to 2% of the purchase price of the store, plus GST, to the Master Franchisee upon settlement of the purchase, as set out in Annexure E.

#### 14.2 The conditions under which a payment will be refunded.

See Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”. All money payable is to be paid by direct deposit or bank cheque.

In accordance with section 26 “Termination – cooling off period” of the Franchising Code of Conduct, should the Prospective Sub-Franchisee execute the Sub-Franchise Documentation and within the cooling off period choose not to proceed, the Master Franchisee will refund those moneys paid to it less all such reasonable expenses incurred by the Master Franchisee or its agent in processing the Prospective Sub-Franchisee's application to join the Domino's System within 14 days. In accordance with section 26(4) of the Franchising Code

of Conduct, the Master Franchisee anticipates that the type of reasonable expenses that may be deducted would be the following (all prices are excluding GST) excluding legal costs which are prohibited by clause 19A of the Franchising Code of Conduct:

- (a) the Master Franchisee's administration costs for the preparation of contracts (estimated to be \$3,000);
- (b) payment of any recruitment agency used by the Sub-Franchisee pursuant to any contractual conditions of that engagement;
- (c) payment of any training fees incurred for initial training by the Master Franchisee or its designee which are currently approximately \$1,000 per week of training (or otherwise advised at Schedule 14B "Initial Training Fee");
- (d) administration costs (estimated up to \$3,000.00);
- (e) training materials and store uniforms (estimated up to \$1,000.00); and
- (f) any other costs the prospective Sub-Franchisee has authorised the Master Franchisee to incur.

The Prospective Sub-Franchisee is responsible for paying any GST on the above amounts.

If the transaction involves a new Sub-Franchise Agreement (as opposed to a transaction involving the transfer or renewal or extension of the scope or term of an existing Sub-Franchise Agreement), the Sub-Franchisee will have a 14-day cooling off period from entering into the Sub-Franchise Agreement. If the Sub-Franchisee elects to exercise its right to terminate within the cooling off period under Item 26(1) of the Code or the Sub-Franchisee does not satisfactorily complete Initial Training, then monies paid by the Sub-Franchisee to the Master Franchisee will be refunded less any reasonable costs incurred by the Master Franchisee as detailed above within 14 days as required under Items 26(3) and 26(4) of the Code.

### **ESTABLISHMENT COSTS**

#### **14.3 Details of the range of costs to start operating the Sub-Franchised business, based on current practice, for the following matters:**

- (a) **real property, including property type, location and building size;**

See **Annexure AA "Key Facts Sheet"** for more information.

See **Annexure E "Schedule of Prepayments, Establishment Costs and Other Payments"**.

Where rental payments have commenced before the commencement of the Sub-Franchise the Master Franchisee may meet these payments in which case they will be on charged to the Sub-Franchisee after the commencement date of the Sub-Franchise.

See also **Annexure M "Development Services Agreement for Store Construction"**, **Annexure M-2 "Leasing Services Agreement"**, and **Annexure N "Agency and Template Agreement"** for details of further establishment costs in respect of new store constructions or leasing paid for by Sub-Franchisees.

- (b) **equipment, fixtures, other fixed assets, constructions, remodelling, leasehold improvements and decorating costs;**

See **Annexure E "Schedule of Prepayments, Establishment Costs and Other Payments"**.

- (c) **inventory required to begin operation;**

See Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”.

- (d) security deposits, utility deposits, business licences, insurance and other prepaid expenses;

See Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”.

- (e) additional funds, including working capital, required by the Sub-Franchisee before operations begin;

See Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”.

- (f) other payments by a Sub-Franchisee to begin operations.

See Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”.

14.4 For Item 14.3, the details of each payment must include:

- (a) description of the payment; and
- (b) amount of the payment or the formula used to work out the payment; and
- (c) to whom the payment is made; and
- (d) when the payment is due; and
- (e) whether the payment is refundable and, if so, under what conditions.

See Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”.

14.5 For Item 14.4, if the amount of the payment cannot easily be worked out – the upper and lower limits of the amount.

See Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”.

#### **OTHER PAYMENTS**

14.6 For each recurring or isolated payment payable by the Sub-Franchisee to the Master Franchisee or an associate of the Master Franchisee or to be collected by the Master Franchisee or an associate of the Master Franchisee for another person:

- (a) description of the payment; and

See Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”.

The Master Franchisee’s national store door pricing for food is applicable to stores located in metropolitan areas. For stores in a “regional location” (as defined in the table below) for which the Master Franchisee arranges the freight, the Sub-Franchisee will receive those products at the national store door pricing. Additional freight costs are charged to the Master Franchisee by the freight provider for sending the products to the store from time to time (the “**Additional Freight Costs**”). These charges may then be on charged by the Master Franchisee to the Sub-Franchisee and are non-refundable, subject to the Master Franchisee policy, ‘Policy – Additional Freight Charges for Australian Sub-Franchised Stores in Regional Locations’, as amended from time to time. A Domino’s store is classified as being in a “Regional Location” per the following table:

Area serviced	Regional Location
QLD	More than 100km from Brisbane Central Business District (“CBD”)

NSW & ACT	More than 75km from Sydney CBD
VIC	More than 50km from Melbourne CBD
TAS	Not applicable
SA	More than 40km from Adelaide CBD
WA	More than 60km from Perth CBD
NT	More than 85km from Darwin CBD

The classification of Regional Locations is based on the location of DPE's Distribution Centres. DPE's classification is subject to change, at its sole discretion, upon 30 days written notice to Sub-Franchisees.

The Sub-Franchisee is able to arrange its own freight of food products. If the freight is arranged by the Sub-Franchisee then it must meet the Master Franchisee's requirements for transportation which are that the food products are transported in a registered food transport vehicle and that it has compartments for freezer stock, chilled stock and dry stock. The Sub-Franchisee must supply calibration certificates for their vehicles.

A Sub-Franchisee will be entitled to a rebate of the full weekly amount of Additional Freight Costs provided that the Sub-Franchisee satisfies the criteria contained in the Master Franchisee's policy. 'Policy – Additional Freight Charges for Australian Sub-Franchised Stores in Regional Locations', as amended from time to time.

**(b) amount of the payment or formula used to work out the payment; and**  
See Annexure E "Schedule of Prepayments, Establishment Costs and Other Payments".

**(c) to whom the payment is made; and**  
See Annexure E "Schedule of Prepayments, Establishment Costs and Other Payments".

**(d) when the payment is due; and**  
See Annexure E "Schedule of Prepayments, Establishment Costs and Other Payments".

**(e) whether the payment is refundable and, if so, under what conditions.**  
See Annexure E "Schedule of Prepayments, Establishment Costs and Other Payments".

**14.7 For each recurring or isolated payment, that is within the knowledge or control of the Master Franchisee or is reasonably foreseeable by the Master Franchisee, that is payable by the Sub-Franchisee to a person other than the Master Franchisee or an associate of the Master Franchisee:**

**(a) a description of the payment; and**  
See Annexure E "Schedule of Prepayments, Establishment Costs and Other Payments".

**(b) the amount of the payment or formula used to work out the payment; and**  
See Annexure E "Schedule of Prepayments, Establishment Costs and Other Payments".

**(c) to whom the payment is made; and**

See **Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”**.

(d) when the payment is due; and

See **Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”**.

(e) whether the payment is refundable and, if so, under what conditions.

See **Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”**.

**14.8 For Item 14.6 or 14.7, if the amount of the payment cannot easily be worked out – the upper and lower limits of the amount.**

Where possible, indications have been provided in **Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”** of the payments involved.

**14.9 If 2 or more of Items 14.1, 14.3 and 14.6 apply to a payment, the information required by those Items in relation to that payment need to be set out only once.**

See **Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”**.

**14.10 To avoid doubt, this Item covers a payment of significant capital expenditure.**

See **Annexure AA “Key Facts Sheet”** and **Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”** for more information.

In accordance with the Franchising Code of Conduct, significant capital expenditure excludes:

- (a) expenditure that is disclosed to the Sub-Franchisee in the Disclosure Document that is given to the Sub-Franchisee before entering into or renewing the Sub-Franchise Agreement, or extending the term or the scope of the Sub-Franchise Agreement;
- (b) if expenditure is to be incurred by all or a majority of sub-franchisees – expenditure approved by a majority of sub-franchisees;
- (c) expenditure incurred by the Sub-Franchisee to comply with any legislative obligations;
- (d) expenditure agreed by the Sub-Franchisee.

Where the Master Franchisee will require such expenditure, the Master Franchisee will include this information in this Disclosure Document and the Sub-Franchise Agreement, including such information as required by the Franchising Code of Conduct:

- the rationale for the expenditure;
- the amount, timing and nature of the expenditure;
- the anticipated outcomes and benefits of the expenditure; and
- the expected risks associated with the expenditure.

Before entering into the Sub-Franchise Agreement, the Master Franchisee and Sub-Franchisee must discuss the proposed expenditure. The discussion must include a discussion of the circumstances under which the Sub-Franchisee or prospective Sub-Franchisee considers that the Sub-Franchisee or prospective Sub-Franchisee is likely to recoup the expenditure, having regard to the geographical area of operations of the Store.

Subject to clauses 30 and 30A of the Franchising Code of Conduct, the Master Franchisee requires the Sub-Franchisee to undertake significant capital expenditure within the Term of the Sub-Franchise Agreement in accordance with the terms of Sub-Franchise Agreement, the Disclosure Document, **Annexure A “Key Facts Sheet”** and **Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments”**.

For the purposes of clause 30A of the Franchising Code of Conduct, all information required to be provided by the Master Franchisee about the significant capital expenditure that the Sub-Franchisee may be required to undertake during the term of the Sub-Franchise Agreement is contained in Schedule 16 “Special Conditions” of that agreement.

Whilst it is difficult to estimate the actual costs of significant capital expenditure as at the date of preparation of this Disclosure Document, both the Sub-Franchise Agreement (and related policies), the Disclosure Document, **Annexure A “Key Facts Sheet”, Annexure E “Schedule of Prepayments, Establishment Costs and Other Payments** and if applicable, the Lease, Store Licence Agreement and **Annexure S “Lease Details”** contain details of all significant capital expenditure which the Sub-Franchisee may be required to undertake during the term of the Sub-Franchise Agreement.

As set out in clause 11 “Store Refurbishing” of the Sub-Franchise Agreement, the Sub-Franchisee may be required to undertake capital expenditure in relation to the refurbishment of the store. Under the Sub-Franchise Agreement, refurbishing may include:

- i. replacement of worn out or obsolete equipment, fixtures, furniture, and signs;
- ii. the substitution or addition of new or improved equipment, fixtures, furniture, and signs;
- iii. redecorating;
- iv. repair of the interior and exterior of the premises and repair and resurfacing of parking facilities;
- v. structural modifications and remodelling of the premises; and
- vi. repair or replacement of delivery and related motor vehicles.

As set out in clauses 2.14 “Observe Lease and Other Agreements”, 9.2 “Store Leases”, 9.3 “Required Lease Provisions” and 9.4 of the Sub-Franchise Agreement, the Sub-Franchisee must comply with the terms of the Lease including paying any costs associated with the Lease. Such costs include but are not limited to any refurbishment or reinstatement costs payable under the Lease. For the purposes of this Disclosure Document, the term “Lease” means either a lease or licence to occupy the premises (as applicable). See **Annexure S “Lease Details”** and the Lease itself for further information.

As set out in clause 2.17 “Computer hardware, software and other technology” of the Sub-Franchise Agreement, the Sub-Franchisee must, if required by the Master Franchisee, pay for the costs of any new software or hardware including but not limited to any point-of-sale system upgrades.

The prospective Sub-Franchisee should make its own enquiries in relation to whether the Store requires refurbishment works (including a PULSE upgrade if applicable) completed during the proposed term of the Sub-Franchise Agreement. These costs vary and are considered significant capital expenditure which will be borne by the Sub-Franchisee, subject to clauses 30 and 30A of the Franchising Code of Conduct. If a Store requires refurbishment works, the Franchisee will be required to review and sign a Development Services Agreement in the form detailed at **Annexure M-1 “Development Services Agreement for Refurbishments”**. This form of agreement is subject to change at the Master Franchisee’s discretion.

## **15. MARKETING FUND OR OTHER COOPERATIVE FUNDS**

**15.1 For each marketing fund or other cooperative fund, controlled or administered by or for the Master Franchisee, to which the Sub-Franchisee may be required to contribute, the following details:**



**(a) the kinds of persons who contribute to the fund (for example, Sub-Franchisee, Master Franchisee, outside supplier);**

The Master Franchisee and all Sub-Franchisees must contribute to a Marketing Fund in accordance with clause 15 and Schedule 13 of the Sub-Franchise Agreement.

**(b) how much the Sub-Franchisee must contribute to the fund and whether other Sub-Franchisees must contribute at a different rate;**

See **Annexure AA “Key Facts Sheet”** for more information.

Clause 15 “Advertising and Promotion” and Schedule 13 of the Sub-Franchise Agreement requires the Sub-Franchised stores to pay a Marketing Contribution (a maximum of 6% of gross Sales for each store) to the Marketing Fund.

Sub-Franchisees are also obliged to expend Local Store Marketing (a minimum of 4% of gross Sales for each Store). Currently some Sub-Franchisees and Corporate Stores may pay in excess of 10% of the gross Sales as Marketing Contribution and Local Store Marketing and the apportionment between these items may vary from time to time. In the Sub-Franchisee’s case this would not be undertaken unless the Sub-Franchisee consented to the higher amount.

Clause 15 “Advertising and Promotion” of the Sub-Franchise Agreement also provides that the Master Franchisee will determine how best to use the Marketing Fund to develop the Domino’s Franchise System, including the development of new markets. The national Marketing Fund contribution was standardised at 5.5% from 1 November 2016. Certain regions may qualify for a discount to this rate.

**(c) who controls or administers the fund;**

The Marketing Fund is controlled and administered by the Master Franchisee in consultation with the relevant Market Franchise Advisory Council (“MFAC”). MFACs have been established to represent all major regions in each of the States and Territories of Australia in which Domino’s Pizza stores operate.

**(d) whether the fund is audited and, if so, by whom and when;**

In accordance with the Franchising Code of Conduct, the Master Franchisee must comply with the provisions of the Code to have the Marketing Fund’s financial statement audited by a registered company auditor.

The Master Franchisee’s Marketing Fund accounts are being audited by registered company auditor Deloitte Australia.

A copy of the Marketing Fund statement is made available each month to the MFAC chairperson of each relevant market, and to the franchise consultant in those markets that do not have a MFAC. The accounting systems and procedures in the Marketing Fund are audited by external accountants as part of the Master Franchisee’s annual company audit each year.

**(e) how the fund’s financial statements can be inspected by Sub-Franchisees;**

The Master Franchisee will give each Sub-Franchisee a copy of the Marketing Funds’ annual financial statement within 30 days of preparing the statement and upon request by the Sub-Franchisee in accordance with the Franchising Code of Conduct.

**(f) the kinds of expense for which the fund may be used;**

The Marketing Fund is used to conduct advertising campaigns and other promotional and marketing activities for the goods and services offered by the Domino’s Pizza franchise. Clause 15 “Advertising and Promotion” of the Sub-Franchise Agreement stipulates that the Marketing Fund is intended to maximise general public recognition and patronage of the Marks, in a manner determined by the Master Franchisee to be most effective.

The Master Franchisee may use the Marketing Fund to pay the expenses of the following kind, including:

1. Payment of media in the market used to promote the Domino's System including but not limited to TV, digital and radio;
2. Payment of expenses for constructing, updating and hosting of any of the Master Franchisee's websites or digital assets (such as but not limited to LinkedIn, Facebook, Twitter or any other social media platform) that the Master Franchisee operates in on the world wide web;
3. Payment of expenses for conducting customer service programmes (including mystery shopper programs) to determine whether the Sub-Franchisee is complying with the Domino's System, standards and image in the conduct of the Sub-Franchisee and, to the extent it is not, what improvements can be made to customer service standards;
4. Payment of expenses for engaging advertising agencies and marketing consultants to provide strategic and other advice on the creation, development and implementation of marketing and advertising programs and customer loyalty programs;
5. Payment of expenses for organising conferences and conducting seminars at the head office of the Master Franchisee and organising other functions and activities for sub-franchisees and their employees;
6. Payment of expenses for protecting the Domino's brand and the image, including the Marks by any means that, in the Master Franchisee's sole opinion considers necessary, including all legal and associated costs;
7. Payment of expenses for registering, renewing and reviewing the Marks;
8. Payment for accountancy, legal and other professional fees in respect of audits of the records of the Marketing Fund and keeping financial records of the Marketing Fund;
9. Payment for the costs of preparation of the annual financial statement required to be prepared by the Master franchisee under the Franchising Code of Conduct and their administration costs concerning the Marketing Fund;
10. Payment for the costs of auditing the Marketing Fund and/or the annual financial statements and prepare an audit report of the Marketing Fund for a particular financial year;
11. Payment for the reimbursement of reasonable overhead and administrative costs of the Master Franchisee administering the Marketing Fund and creating, developing and implementing marketing and advertising programs including the supply of goods or services to the Marketing Fund or for its benefit;
12. Payment for reimbursement to the Master Franchisee for advances it has made to or for costs or liabilities it has incurred or paid for on behalf of the Marketing Fund;
13. Payment of expenses for the creation, development and implementation and ongoing costs of administration and operation of customer loyalty programs;
14. Payment of expenses of the kind agreed to by a majority of sub-franchisees in Australia;
15. Payment of expenses of the kind disclosed to sub-franchisees in the Master Franchisee's Disclosure Document, such as labour costs for the members of the Master Franchisee's Marketing Department and other relevant departments are met

by the Marketing Fund as they provide services to the Marketing Fund relating to its administration, trade mark advice, production and creative work; and

16. Payment of such other legitimate marketing or other advertising expenses of the kind determined from time to time by the Master Franchisee.

The Master Franchisee will not be liable to the Marketing Fund, to the Sub-Franchisee or any other sub-franchisee for the late collection of, or failure to collect, any Marketing Contribution. The Master Franchisee may reduce, discount or write off the amount of any contributions payable to the Marketing Fund by the Sub-Franchisee or the other sub-franchisees.

The Master Franchisee may, but is not required to, rebate all or part of the Marketing Contribution paid by the Sub-Franchisee and if the Master Franchisee decides to rebate any part of the Marketing Contribution or other contributions to the Marketing Fund, the Master Franchisee may impose conditions on the use of that money.

The Master Franchisee:

- May in its sole discretion from time to time, advance money to the Marketing Fund or incur an expense on behalf of the Marketing Fund for which the Marketing Fund must reimburse the Master Franchisee;
- Will be entitled to interest payable on moneys advanced at the rate of interest payable and terms of repayment agreed to by the sub-franchisees; and
- Is entitled to a refund of all moneys advanced by the Sub-Franchisee to the Marketing Fund or expended for its benefit and repayment of these moneys will be a proper payment of marketing and advertising expenses under this Agreement.

**(g) the fund’s expenses for the last financial year, including the percentage spent on production, marketing, administration and other stated expenses;**

The following is a summary of income and major expenditure for the Financial Year 2020-2021:

<b>FY21 Ad Fund Movement</b>	<b>Total AUS</b>	<b>% of Total Income</b>
Marketing Contributions - Franchised Stores	\$50,533,097	84.78%
Marketing Contributions - Corporate Stores	\$6,869,350	11.52%
Other Income	\$2,202,206	3.69%
<b>Total Fund Income</b>	<b>\$59,604,654</b>	<b>100.00%</b>
Advertising and media production costs	\$24,446,786	41.01%
Digital direct marketing costs	\$5,017,892	8.42%
Digital infrastructure costs	\$5,129,846	8.61%
Digital performance media costs	\$5,487,712	9.21%
Digital maintenance and hosting costs	\$5,864,701	9.84%
Labour costs	\$5,771,158	9.68%
Print media - production and distribution costs	\$1,630,736	2.74%
Agency and marketing consultant costs	\$1,416,378	2.38%
Market research costs	\$1,131,649	1.90%
Administrative costs	\$946,148	1.59%
Product development costs	\$404,324	0.68%
Travel costs	-\$9,611	-0.02%

Photography costs	\$275,912	0.46%
Other expenses	\$215,892	0.36%
Graphic artwork production costs	\$402,974	0.68%
Online directory listings	\$96,491	0.16%
Professional fees	\$28,227	0.05%
<b>Total Fund Expenses</b>	<b>\$58,257,215</b>	<b>97.74%</b>

<b>Opening Balance as at 28 June 2020</b>	<b>-\$1,713,142</b>
FY21 Movement	\$1,347,439
<b>Closing Balance at 27 June 2021</b>	<b>-\$365,703</b>

- (h) **whether the Master Franchisee or its associates supply goods or services for which the fund pays and, if so, details of the goods or services;**

The labour costs of the members of the Master Franchisee's Marketing Department and other relevant departments are met by the Marketing Fund as they provide services to the Marketing Fund relating to its administration, trade mark advice, production and creative work.

- (i) **whether the Master Franchisee must spend part of the fund on marketing, advertising or promoting the Sub-Franchisee's business.**

In terms of clause 15 "Advertising and Promotion" of the Sub-Franchise Agreement, the Master Franchisee has the sole discretion to direct the operation of the Marketing Fund as it deems appropriate. The Master Franchisee spends the majority of the marketing contributions on marketing, advertising or promotions designed to benefit Sub-Franchisees and Corporate Stores in the region in which the marketing, advertising or promotion is undertaken.

## 16. FINANCING

- 16.1 **The material conditions of each financing arrangement that the Master Franchisee, its agent or an associate of the Master Franchisee offers to the Sub-Franchisee for establishment or operation of the Sub-Franchised business.**

**Note that Annexure O "Loan Agreement" will vary according to which option below applies (there is no Annexure where the Master Franchisee makes no representations with regard to finance).**

### **Option 1. Where Master Franchisee is not providing financial assistance**

The Master Franchisee makes no representations to the Sub-Franchisee regarding the availability of finance.

### **Option 2. Where Master Franchisee is providing financial assistance for purchase of Store**

Should the Sub-Franchisee request assistance from the Master Franchisee in respect of financing the purchase of the Store, then the Master Franchisee may (at its discretion) either: (i) provide a loan to the Sub-Franchisee for the purchase the store, or; (ii) fully or partially guarantee (depending on the requirements of the lender and as agreed with the Master Franchisee) a loan from the lender to the Sub-Franchisee.

#### 1. Loan

The Master Franchisee will provide financial assistance to the prospective Sub-Franchisee subject to the execution by the Sub-Franchisee of a Domino's Loan Agreement in substantially the form set out at **Annexure O "Loan Agreement"**. This form of agreement is subject to change at the discretion of the Master Franchisee. The Interest Rate, Term, Repayment Date and Method and any Special Conditions will be described in the Reference Schedule to the Loan Agreement.

The material conditions of the Loan Agreement include:

- (i) Advance;
- (ii) Interest Rate;
- (iii) Term of Loan;
- (iv) Repayment Date;
- (v) Special Conditions;
- (vi) General Security Agreement: Yes/No

Where the Master Franchisee provides a Loan to the Sub-Franchisee, the Master Franchisee may, at its election, require the Sub-Franchisee to provide appropriate security for the loan, such as General Security Agreement in substantially the same form set out at **Annexure O-1 "General Security Agreement"** and a guarantee by each individual involved in the Sub-Franchise. The General Security Agreement will be accompanied by an Authority to Date, Solicitor's Certificate and Verification Statements to be completed by the Sub-Franchisee and its Guarantors. The Master Franchisee's security will be registered on the Personal Property and Securities Register. The abovementioned documentation is subject to change at the discretion of the Master Franchisee.

## 2. Guarantee

The Sub-Franchisee will apply directly to a third party lender for finance. In the event that the Sub-Franchisee does not meet the requirements of that lender, the Master Franchisee may (in its discretion) offer to provide a limited guarantee in support of the application.

If a limited guarantee is provided, the Sub-Franchisee will pay the Master Franchisee a guarantee fee of 2.1% per annum of the amount guaranteed by the Master Franchisee during the currency of the limited guarantee. This will be debited directly from the Sub-Franchisee's bank account on a weekly in arrears basis. The Guarantee Fee Agreement will be in substantially the form of **Annexure O-2 "Guarantee Fee Agreement"**.

### **Option 3. Where Master Franchisee providing financial assistance for building of new store**

Should the Sub-Franchisee request assistance from the Master Franchisee in respect of financing the building of a Store, then the Master Franchisee may (at its discretion) either: (i) provide a loan to the Master Franchisee for the purchase the Store, or; (ii) fully or partially guarantee (depending on the requirements of the lender and as agreed with the Master Franchisee) a loan from the lender.

## 1. Loan

The Master Franchisee will provide financial assistance to the prospective Sub-Franchisee subject to the execution by the Sub-Franchisee of a Domino's Loan Agreement in substantially the form set out at **Annexure O "Loan Agreement"**. This form of agreement is subject to change at the discretion of the Master Franchisee.

The Interest Rate, Term, Repayment Date and Method and any Special Conditions will be described in the Reference Schedule to the Loan Agreement. The material conditions of the Loan Agreement include:

- (i) Advance;
- (ii) Interest Rate;
- (iii) Term of Loan;
- (iv) Repayment Date;

(v) Special Conditions:

(vi) General Security Agreement: Yes/No

Where the Master Franchisee provides a Loan to the Sub-Franchisee, the Master Franchisee may, at its election, require the Sub-Franchisee to provide appropriate security for the loan, such as General Security Agreement in substantially the same form set out at **Annexure O-1 “General Security Agreement”** and a guarantee by each individual involved in the Sub-Franchise. The General Security Agreement will be accompanied by an Authority to Date, Solicitor’s Certificate and Verification Statements to be completed by the Sub-Franchisee and its Guarantors. The Master Franchisee’s security will be registered on the Personal Property and Securities Register. The abovementioned documentation is subject to change at the discretion of the Master Franchisee.

The Sub-Franchisee will repay the GST Amount on or before the earlier of:

- 1) the date on which the Sub-Franchisee receives its first GST refund; or
- 2) 90 days from the date of the loan agreement.

## **2. Guarantee**

The Sub-Franchisee will apply directly to a third party lender for finance. In the event that the Sub-Franchisee does not meet the requirements of that lender, the Master Franchisee may (in its discretion) offer to provide a limited guarantee in support of the application.

If a limited guarantee is provided, the Sub-Franchisee will pay the Master Franchisee a guarantee fee of 2.1% per annum of the amount guaranteed by the Master Franchisee during the currency of the limited guarantee. This will be debited directly from the Sub-Franchisee’s bank account on a weekly in arrears basis. The Guarantee Fee Agreement will be in substantially the form of **Annexure O-2 “Guarantee Fee Agreement”**. This form of agreement is subject to change at the discretion of the Master Franchisee.

### **16.2 For Item 16.1, the material conditions of a financing arrangement include the following:**

- (a) **any requirement that the Sub-Franchisee must provide a minimum amount of unborrowed working capital for the Sub-Franchised business;**

The minimum amount of unborrowed working capital is \$30,000.

- (b) **Any requirement that a Sub-Franchisee must meet a stated debt to equity ratio in relation to the Sub-Franchised business.**

#### **(i) Existing Sub-Franchisees**

A 75% debt-to-equity ratio is required prior to the commencement of trade.

#### **(ii) New Sub-Franchisees**

A 70%/30% debt-to-equity ratio, plus \$30,000 working capital is required for Sub-Franchisees prior to commencing trade.

## **17. UNILATERAL VARIATION OF SUB-FRANCHISE AGREEMENT**

### **17.1 The circumstances in which the Master Franchisee has unilaterally varied a Sub-Franchise Agreement in the last 3 years (including, if applicable, financial years before this Code came into force), other than variations of a minor nature.**

The Master Franchisee has not unilaterally varied any Sub-Franchise Agreement in the last 3 years, the Master Franchisee may from time to time unilaterally vary existing or issue new policies, standards, operating procedures and rules which a Sub-Franchisee must comply with. These variations and implementations of policies, standards, procedures and rules are communicated to the Sub-Franchisee, generally via email.

### **17.2 The circumstances in which the Sub-Franchise Agreement may be varied, unilaterally by the Master Franchisee in the future.**

See **Annexure AA “Key Facts Sheet”** for more information.

The Master Franchisee periodically updates and reviews the precedent form of Sub-Franchise Agreement from time to time. Under the terms of the Sub-Franchise Agreement, the Master Franchisee has the right to implement and vary policies and procedures from time to time. These variations and implementation of policies and procedures are communicated to the Sub-Franchisee, generally via email.

Generally, the Master Franchisee will not make unilateral variations to the Sub-Franchisee Agreement document itself during the initial term however; the Master Franchisee does periodically update and review the Sub-Franchise Agreement for use for new grants, transfers of and renewals of Sub-Franchise Agreements.

Any Sub-Franchisee entering into a new Sub-Franchise Agreement, entering into the balance term of an existing Sub-Franchise Agreement or extending the term of a Sub-Franchise Agreement will be required to enter into the Master Franchisee’s then current Sub-Franchise Agreement, which may be on different terms and conditions as the Sub-Franchise Agreement for the initial term.

#### **[Only applicable to Option Deed – otherwise delete]**

The Sub-Franchisee acknowledges that in addition to the Sub-Franchise Agreement, it has also entered into an Option Deed with the Master Franchisee for the purchase of the Sub-Franchise. In accordance with clause 3 of the Option Deed, the Master Franchisee may increase the purchase price payable by the Sub-Franchisee on the exercise of the option by giving notice to the Sub-Franchisee of the increased purchase price in accordance with Clause 3 of the Option Deed. A copy of the Option Deed is attached at **Annexure U “Option Deed”**. This form of agreement is subject to change at the discretion of the Master Franchisee.

The Sub-Franchisee acknowledges that in addition to the Sub-Franchise Agreement and Option Deed it has also entered into an Equipment Rental Agreement with the Master Franchisee for the rental of the equipment in the Sub-Franchise for the initial term of the Sub-Franchise Agreement. In accordance with clause 17 of the Equipment Rental Agreement the Master Franchisee may increase the equipment rental fee payable by the Sub-Franchisee in accordance with clause 17 of the Equipment Rental Agreement. A copy of the Equipment Rental Agreement is attached at **Annexure T “Equipment Rental Agreement”**. This form of agreement is subject to change at the discretion of the Master Franchisee.

### **17A. ARBITRATION OF DISPUTES**

#### **17A.1 Whether the sub-franchise agreement provides for arbitration of disputes in a manner consistent with Subdivision C of Division 3 of Part 4.**

Clauses 37.6 to 37.9 of the Sub-Franchise Agreement provide for arbitration of disputes in a manner consistent with the Franchising Code of Conduct.

### **17B. WAYS OF ENDING THE SUB-FRANCHISE AGREEMENT EARLY**

#### **17B.1 A summary of the rights the Master Franchisee has under the Sub-Franchise Agreement to terminate the Sub-Franchise Agreement before it expires, and the circumstances in which those rights may be exercised.**

The Master Franchisee may terminate the Sub-Franchise Agreement before it expires in the following circumstances:

- i. if the Sub-Franchise Agreement has expired and the Sub-Franchisee continues to operate the Store with the Master Franchisee’s written consent, the Sub-Franchise Agreement is terminable by one month’s written notice by either party (see clause 5.4.1 of the Sub-Franchise Agreement);

- ii. if the Sub-Franchisee completes the development of the Store and does not open the Store and have it operating within 6 months from the Date of Commencement, the Master Franchisee has the option to terminate the Sub-Franchise Agreement by providing written notice to the Sub-Franchisee (see clause 10.2 of the Sub-Franchise Agreement);
- iii. if the Sub-Franchisee directly or indirectly contests the validity of the Master Franchisee's rights or ownership of the Marks (see clause 18.1.6 of the Sub-Franchise Agreement);
- iv. subject to clause 20.1A of the Sub-Franchise Agreement and the Ipso Facto Amendments, the Master Franchisee may terminate the Sub-Franchise Agreement on 7 days notice in writing to the Sub-Franchisee, if the Sub-Franchisee:
  - no longer holds a licence that the Sub-Franchisee must hold to carry on the Sub-Franchised Operation;
  - becomes bankrupt, insolvent, under administration or a Chapter 5 body corporate;
  - in the case of a Sub-Franchisee that is a company – becomes deregistered by the Australian Securities and Investments Commission;
  - voluntarily abandons the Sub-Franchised Operation or franchise relationship;
  - is convicted of a serious offence, or any of the Owners are convicted of a serious offence;
  - operates the Sub-Franchised Operation in a way that endangers public health or safety, or is otherwise found guilty of or is convicted at any time of an offence under any applicable food safety laws;
  - is fraudulent in connection with the operation of the Sub-Franchised Operation; or
  - agrees to termination of the Sub-Franchise Agreement
 (see clauses 20.1 - 20B in the Sub-Franchise Agreement);
- v. if the Sub-Franchisee fails to remedy a breach of the Sub-Franchise Agreement within a reasonable time after the Master Franchisee has given the Sub-Franchisee reasonable notice of the default or in the time otherwise identified in clause 20.2 of the Sub-Franchise Agreement. The circumstances in which the Master Franchisee may exercise its right to terminate the Sub-Franchise Agreement for the Sub-Franchisee's failure to remedy a breach are contained in clause 20.2 of the Sub-Franchise Agreement;
- vi. if the Sub-Franchisee fails to give or honour an Undertaking that is required to remedy and comply with a Breach Notice under the Sub-Franchise Agreement, the Master Franchisee may terminate the Sub-Franchise Agreement by providing written notice to the Sub-Franchisee (see clauses 20.5.2 – 20.5.4 of the Sub-Franchise Agreement);
- vii. if portions of the Sub-Franchise Agreement relating to the payment of fees and royalties (Royalty Fee and Marketing Contribution) and protection of trade secrets and Marks, are declared invalid or unenforceable for any reason, the Master Franchisee may terminate the Sub-Franchise Agreement immediately upon written notice to the Sub-Franchisee (see clause 25.3 of the Sub-Franchise Agreement);



- viii. if a force majeure event lasts more than one (1) year, either party shall have the right to terminate the Sub-Franchise Agreement (see clause 26.1 of the Sub-Franchise Agreement); and
- ix. in circumstances where Schedule 16 “Special Conditions” of the Sub-Franchise Agreement introduces any other termination rights in favour of the Master Franchisee for breach of a special condition by the Sub-Franchisee or Guarantors.

**17B.2 A summary of the rights the Sub-Franchisee has under the Sub-Franchise Agreement to terminate the Sub-Franchise Agreement before it expires, and the circumstances in which those rights may be exercised.**

The Sub-Franchisee may terminate the Sub-Franchise Agreement before it expires in the following circumstances:

- i. within 14 days after entering into the Sub-Franchise Agreement by providing written notice to the Master Franchisee (see clause 3.1.1 of the Sub-Franchise Agreement);
- ii. if there is a lease or occupancy right in connection with the Store that is not yet in force immediately before the Sub-Franchise Agreement is entered into, within 14 days after receiving from the Master Franchisee (or an associate), the first document setting out the terms of the proposed lease or occupancy right or any later document setting out those terms (if they are not substantially identical to the terms set out in the first document). (see clauses 3.1.2 – 3.1.6 of the Sub-Franchise Agreement);
- iii. if the Sub-Franchise Agreement has expired and the Sub-Franchisee continues to operate the Store with the Master Franchisee’s written consent, the Sub-Franchise Agreement is terminable by one month’s written notice by either party (see clause 5.4.1 of the Sub-Franchise Agreement);
- iv. if the Master Franchisee unreasonably alters the requirements of the Sub-Franchise Agreement in a manner that prevents the Sub-Franchisee from conducting the Sub-Franchised Operation on an ongoing basis and the Master Franchisee fails to remedy that breach after 3 months written notice is provided by the Sub-Franchisee (see clause 20.3 of the Sub-Franchise Agreement);
- v. at any time subject to clause 20A of the Sub-Franchise Agreement which requires:
  - the Sub-Franchisee to give the Master Franchisee a written proposal for termination of the Sub-Franchise Agreement and the reasons for the proposed termination; and
  - the Master Franchisee to give a substantive written response to the Sub-Franchisee’s proposal within 28 days of receiving it (which may include a refusal to terminate or to agree to terminate on the terms proposed by the Sub-Franchisee) (see clause 20A of the Sub-Franchise Agreement); and
- vi. if a force majeure event lasts more than one (1) year, either party shall have the right to terminate the Sub-Franchise Agreement (see clause 26.1 of the Sub-Franchise Agreement).

**18. TERM OF SUB-FRANCHISE AGREEMENT AND ARRANGEMENTS TO APPLY AT THE END OF THE SUB-FRANCHISE AGREEMENT**

**18.1 Details of the arrangements to apply at the end of the Sub-Franchise Agreement, including:**

- (aa) the term of the Sub-Franchise Agreement; and

The term of the Sub-Franchisee Agreement is contained in clause 2.2 and Schedule 8 of the Sub-Franchise Agreement.

- (a) **whether the prospective franchisee will have an option to:**
- (i) **renew the Sub-Franchise Agreement; or**
  - (ii) **enter into a new Sub-Franchise Agreement; and**

**[If No Further Term] - The Sub-Franchisee has no option to renew the Sub-Franchise Agreement.**

Clause 5.5 “Extended Term” of the Sub-Franchise Agreement provides that:

“5.5.1 The Master Franchisee may allow a Sub-Franchisee, prior to the expiry of this Agreement, the opportunity to purchase from the Master Franchisee, for a price to be specified at that time, an extended term (‘Extended Term’), subject to any conditions contained in the Master Franchisee’s policy, ‘*Policy – Extended Term on expiry of a Sub-Franchise Agreement*’, as amended from time to time.

5.5.2 The Sub-Franchisee acknowledges that if the Master Franchisee agrees to provide an Extended Term under clause 5.5.1, the Master Franchisee may elect to vary the Store’s Territory and other material terms (upon notice to You), which will be effective immediately upon the expiration of the Agreement’s final Term. If applicable, the Sub-Franchisee’s Territory will then be amended for the period of the Extended Term granted by the Master Franchisee. If the request for an Extended Term arises due to the Sub-Franchisee’s sale, transfer or assignment of this Agreement, it is Your responsibility to advise the potential buyer/transferee/assignee that the Master Franchisee may split the Territory following the expiration of the final Term of this Agreement.”

At the preparation date of this document, the Master Franchisee’s current policy being “***Policy - Extended term on expiry of Sub-Franchise Agreement***”, as amended from time to time, is below:

*“Domino’s Pizza Enterprises Limited (‘DPE’) may allow a Sub-Franchisee, prior to the expiry of its Sub-Franchise Agreement (the ‘current SFA’), the opportunity to purchase an extended Term (the ‘Extended Term’) from DPE for a fee of \$5,000 plus GST per year, subject to the following conditions:-*

1. *The grant of Term will be to take the balance of the Term to 5 years (eg if there is 2 years left in SFA Term, we will grant 3 additional years to total 5 years). If the Sub-Franchisee requires longer, it will be dealt with as an option to renew, and upon exercise of the option the Extended Term fee will apply to that period.*
2. *The Sub-Franchisee must make a written offer to DPE to purchase the Extended Term;*
3. *The Sub-Franchisee must not be in default of any material provision of the current SFA or any other agreement with DPE or its subsidiaries or affiliates, including Domino’s or DPIL, or any other creditor or supplier of the Store or Government or regulatory body, and must in all respects be in good standing in the sole discretion of DPE (acting reasonably);*
4. *The Sub-Franchisee must execute DPE’s then-current form of Sub-Franchise Agreement and all other agreements customarily used by DPE in the grant of Sub-Franchises in relation to the Extended Term (the ‘new SFA’);*
5. *The Sub-Franchisee must obtain all required governmental approvals in respect of the new SFA at its expense;*
6. *The new SFA may provide for higher royalty fees and greater expenditures for advertising and promotion than are provided for in the current SFA and may contain other terms materially different from the terms of the current SFA (including the Store’s Territory). Any changes to such fees and expenditures will be the same as are generally used by DPE on a system wide basis at that time (subject to the terms of this Policy);*
7. *The Sub-Franchisee will be responsible for all reasonable costs and expenses of DPE’s in considering an offer in accordance with this Policy, including costs associated with the new SFA material;*
8. *DPE will comply with all requirements of the Franchising Code of Conduct in respect of the new SFA;*

9. DPE may accept or reject an offer to purchase an Extended Term in its absolute discretion; and
10. DPE, acting reasonably, may impose such terms and conditions upon the grant of an Extended Term as it determines.

*If DPE agrees to provide an Extended Term under this Policy, DPE may elect to vary the Store's Territory which will be effective immediately upon the expiration of the current SFA Term. The Franchisee's Territory will then be amended for any period of the Extended Term granted by DPE. If the request for an Extended Term is because the Sub-Franchisee is selling the Store, it is the Selling Sub-Franchisee's responsibility to advise the potential buyer that DPE may split the Territory at the point the Seller's original SFA expires. DPE reserves the right to change or revoke this Policy at any time which will be clearly communicated to Sub-Franchisees.*

*This Policy is without prejudice to DPE's rights set out in a current SFA."*

**[If Further Term – All of the below (which is highlighted)]** - The Sub-Franchisee has the option to renew the Sub-Franchise Agreement for a Further Term of **Five (5) years** from the expiry date of the Sub-Franchise Agreement.

Clause 5 "Renewal or Extension of Sub-Franchise" of the Sub-Franchise Agreement provides that the Sub-Franchisee may renew for the Further Term provided the Sub-Franchisee is not in default of any material provision of the Sub-Franchise Agreement or any other agreement with the Master Franchisee or its subsidiaries or affiliates or any other creditor or supplier of the Store, including Domino's or DPIF.

Clause 5.2 "Manner of Renewal" of the Sub-Franchise Agreement provides that:

- (a) If the Sub-Franchisee wishes to renew the Sub-Franchise Agreement for the Further Term, it must execute the Master Franchisee's then current form of store Sub-Franchise Agreement and all other agreements customarily used by the Master Franchisee in the grant of Sub-Franchises;
- (b) Any renewal will be subject to the Sub-Franchisee obtaining all governmental approvals;
- (c) The Sub-Franchisee understanding that the Sub-Franchise Agreement in regard to the Further Term may provide for higher royalty fees and greater expenditures for advertising and promotion and may contain other terms materially different from the terms of the Sub-Franchise Agreement, Any changes to fees and expenditures will be the same, as are generally used by the Master Franchisee on a system-wide basis at that time;
- (d) The renewal will be subject to You paying the Further Term Sub-Franchise Fee (if applicable) in accordance with the Sub-Franchise Agreement; and
- (e) The Sub-Franchise Agreement for the Further Term will not contain any further right of renewal unless agreed to in writing between the parties.

Clause 5.3 "Exercise of Renewal" of the Sub-Franchise Agreement provides that:

- (a) The Master Franchisee will comply with all requirements of the Franchising Code of Conduct prior to the Sub-Franchisee's renewal of the Sub-Franchise Agreement.
- (b) The Sub-Franchisee's failure to exercise the option to renew not less than six (6) months nor more than twelve (12) months prior to the expiration of the

term will be deemed an election by the Sub-Franchisee not to renew the Sub-Franchise Agreement.

- (c) The Master Franchisee may serve a notice upon the Sub-Franchisee which will also state what actions, if any, the Sub-Franchisee must take to correct the deficiencies in the operation of the Sub-Franchise and will specify the time period in which these deficiencies must be corrected.
- (d) Renewal of the Sub-Franchise will be conditional on the Sub-Franchisee's continued compliance with all the terms and conditions of the Sub-Franchise Agreement and all other agreements with the Master Franchisee and its affiliates and subsidiaries and all other creditors and suppliers of the Sub-Franchise up to the date of expiration.

Under the Franchising Code of Conduct, the Master Franchisee is required to serve a notice on the Sub-Franchisee at least six (6) months before the expiration date of the Sub-Franchise Agreement with the Master Franchisee's decision whether to renew the Sub-Franchise Agreement or not.

- (b) whether the prospective Sub-Franchisee will be able to extend the term of the Sub-Franchise Agreement, and if so, the processes the Master Franchisee will use to determine whether to extend the term of the Sub-Franchise Agreement; and**

Yes, pursuant to clause 5.5 "Extended Term" of the Sub-Franchise Agreement, the prospective Sub-Franchisee has the ability to request an extension of the term of the Sub-Franchise Agreement subject to any conditions contained in the Master Franchisee's policy, 'Policy – Extended Term on expiry of a Sub-Franchise Agreement, as amended from time to time. See clause 5.5 "Extended Term" of the Sub-Franchise Agreement and the relevant Policy in Item 18.1(a) above.

- (c) if the Prospective Sub-Franchisee will have an option to renew the Sub-Franchise Agreement – whether the prospective Sub-Franchisee will be entitled to compensation at the end of the Sub-Franchise Agreement if it is not renewed and, if so, how that compensation will be determined; and**

Subject to clause 22.2.2 "Post-Term Covenant" of the Sub-Franchise Agreement, the Sub-Franchisee will not be entitled to compensation at the end of the Sub-Franchise Agreement if the Sub-Franchise Agreement is not renewed.

- (d) details of the arrangements that will apply to unsold stock, marketing material, equipment and other assets purchased when the Sub-Franchise Agreement was entered into, including:**

- (i) whether the Master Franchisee will purchase the stock, marketing material, equipment and other assets; and**

Clause 21.2 "Formula Price" of the Sub-Franchise Agreement allows the Master Franchisee upon the termination or expiration of the Sub-Franchise Agreement, the option, but not the obligation, exercisable for thirty (30) days, to purchase the assets of the Sub-Franchise. For purposes of clause 21 "Option to Purchase Store", the term "Assets" is defined as the equipment, inventory, leasehold interests and improvements and favourable rights and covenants of the Sub-Franchise, but exclusive of delivery vehicles.

- (ii) if the Master Franchisee is to purchase the stock, marketing material, equipment and other assets – how prices will be determined; and**

If the Master Franchisee elects (at its sole discretion) to purchase the Assets in accordance with clause 21.2 "Formula Price" of the Sub-Franchise Agreement, the purchase price for the Assets will be determined by:

- (a) If the Sub-Franchise has been operating for more than twelve (12) months – an amount equal to twenty-five percent (25%) of the first Three Hundred Thousand Dollars (\$300,000.00) of Sales (excluding any sales tax or GST) (“Base Amount”) of the Sub-Franchise during the twelve (12) calendar months immediately preceding the date of termination or expiration plus thirty-five percent (35%) of the Sales (excluding any sales tax or GST) in excess of the Base Amount during this period. The purchase price shall be allocated among the Assets and covenants in the manner prescribed by the Master Franchisee.
- (b) If the Sub-Franchise has been in operation less than twelve (12) months – an amount equal to the Cost of the Sub-Franchise plus ten percent (10%). The term “Cost” shall be defined as the Sub-Franchisee’s documented expenditures for the equipment, inventory and leasehold improvements of the Sub-Franchise, but shall not include any charges for labour performed by the Sub-Franchisee or its family members in connection with the development of the Sub-Franchise.

Clause 21.3 “Delivery Vehicle” of the Sub-Franchise Agreement provides that in the event the Master Franchisee, or its Designee, exercises its option to purchase the Assets of the Store, the Master Franchisee may also agree to purchase one (1) properly marked and operable delivery vehicle, if any, owned by the Store. The purchase price for this vehicle will be its wholesale value. If the Master Franchisee, or its Designee, is unable to agree on the wholesale value of this vehicle, the wholesale value will, if possible, be determined in accordance with the wholesale values for automobiles contained in a nationally recognized publication for the month in which the Master Franchisee, or its Designee, exercises its option to purchase the Assets of the Store.

Clause 21.4 “Deductions From Purchase Price” of the Sub-Franchise Agreement provides that in the event the Master Franchisee, or its Designee exercises the Master Franchisee’s option to purchase the Assets of the Store, the purchase price will be reduced by:

- (a) current and long term liabilities of the Store owing by You, which includes, but is not limited to, any unpaid employee entitlements, taxes, and any amounts owing to creditors (which for clarity may include the Master Franchisee), and
- (b) an amount to cover the cost of wear and tear of plant, equipment and leasehold of 2.5% of Sales of the Store since opening date or most recent full refurbishment (whichever is the latter date) to termination or expiration, and
- (c) the amount necessary to repair, service or replace any plant and equipment in the Store used by the Sub-Franchisee, and
- (d) a bond of \$10,000.00 (Ten thousand dollars), or such other amount determined by the Master Franchisee and notified in writing to You, on account of any outstanding liabilities of the Sub-Franchised Operation (which for clarity includes any unpaid employee entitlements, taxes, and any amounts owing to creditors (including the Master Franchisee)) that may arise following settlement of the Store, of which will be held by the Master Franchisee for a period of ninety (90) days and the unused balance (if any) shall thereafter be refunded to the Sub-Franchisee; and
- (e) the Master Franchisee’s reasonable legal fees incurred in connection with securing possession of the Store (excluding legal costs which are prohibited by clause 19A of the Franchising Code of Conduct).

**(e) whether the prospective Sub-Franchisee will have the right to sell the business at the end of the Sub-Franchise Agreement; and**

The Master Franchisee makes no representation that the Sub-Franchisee will be permitted to sell the Sub-Franchise to another party at the end of the Sub-Franchise Agreement unless the Sub-Franchise Agreement contained a Further Term which was exercised correctly by

the Sub-Franchisee in accordance with clause 5 “Renewal or Extension of Sub-Franchise” of the Sub-Franchise Agreement.

Clause 21.1 “Option” of the Sub-Franchise Agreement allows the Master Franchisee or any party the Master Franchisee designates (its Designee) upon the termination or expiration of the Sub-Franchise Agreement, the option, but not the obligation, exercisable for thirty (30) days, to purchase the Assets of the Sub-Franchise. For purposes of clause 21 “Option to Purchase Store”, the term “Assets” is defined as the equipment, inventory, leasehold interests and improvements and favourable rights and covenants of the Sub-Franchise, but exclusive of delivery vehicles.

- (f) if the prospective Sub-Franchisee will have the right to sell the business at the end of the Sub-Franchise Agreement – whether the Master Franchisee will have first right of refusal, and how market value will be determined; and**

No. The Sub-Franchisee will not be permitted to sell the Sub-Franchise to another party at the end of the Sub-Franchise Agreement. The Sub-Franchise Agreement does not specify a market value price and contains the following option and formula price outlined below:

Clause 21.1 “Option” of the Sub-Franchise Agreement allows the Master Franchisee upon the termination or expiration of the Sub-Franchise Agreement, the option, but not the obligation, exercisable for thirty (30) days, to purchase the Assets of the Sub-Franchise. For purposes of clause 21 “Option to Purchase Store”, the term “Assets” is defined as the equipment, inventory, leasehold interests and improvements and favourable rights and covenants of the Sub-Franchise, but exclusive of delivery vehicles.

If the Master Franchisee elects (at its sole discretion) to purchase the Assets in accordance with clause 21.1 “Option” of the Sub-Franchise Agreement, then in accordance with clause 21.2 “Formula Price” of the Sub-Franchise Agreement, the purchase price for the Assets will be determined in the manner mentioned in Item 18.1(d)(ii) above.

Clause 21.4 “Deductions From Purchase Price” of the Sub-Franchise Agreement provides that in the event the Master Franchisee, or its Designee exercises the Master Franchisee’s option to purchase the Assets of the Store, the purchase price will be reduced by the expenses listed in Item 18.1(d)(ii) above.

- (fa) the prospective Sub-Franchisee’s rights relating to any goodwill generated by the Sub-Franchisee (including, if the Sub-Franchisee does not have a right to any goodwill, a statement to that effect):**

Subject to Clause 22.2.2 of the Sub-Franchise Agreement, the Sub-Franchisee does not have a right to any goodwill in connection with the Store.

- (g) whether the Master Franchisee will consider any significant capital expenditure undertaken by the Sub-Franchisee during the Sub-Franchise Agreement, in determining the arrangements to apply at the end of the Sub-Franchise Agreement.**

The Master Franchisee has the option to purchase the assets of the Sub-Franchise under clause 21 “Option to Purchase Store” of the Sub Franchise Agreement at the end of the Sub-Franchise Agreement. If the Master Franchisee elects to purchase the assets of the Sub-Franchise, then the Master Franchisee may pay the amount (as calculated below) at the expiry or termination of the Sub-Franchise Agreement.

Clause 21.1 “Option” of the Sub-Franchise Agreement allows the Master Franchisee upon the termination or expiration of the Sub-Franchise Agreement, the option, but not the obligation, exercisable for thirty (30) days, to purchase the Assets of the Sub-Franchise. For purposes of clause 21.1 “Option”, the term “Assets” is defined as the equipment, inventory,

leasehold interests and improvements and favourable rights and covenants of the Sub-Franchise, but exclusive of delivery vehicles.

If the Master Franchisee elects (at its sole discretion) to purchase the assets in accordance with clause 21.1 "Option" of the Sub-Franchise Agreement, then in accordance with clause 21.2 "Formula Price" of the Sub-Franchise Agreement, the purchase price will be determined in the manner contained in Item 18.1(d)(ii) above.

For the sake of clarity, there will be no payment to the Sub-Franchisee by the Master Franchisee of any upfront fee or payment for goodwill. Upon the expiry of the Sub-Franchise Agreement, the Master Franchisee may consider any significant capital expenditure undertaken by the Sub-Franchisee during the term of the Sub-Franchise Agreement in determining the arrangements to apply at the expiry of the Sub-Franchise Agreement.

The Master Franchisee makes no representation that it will consider any significant capital expenditure undertaken by the Sub-Franchisee during the term of the Sub-Franchise Agreement in determining the arrangements to apply at the expiry of the Sub-Franchise Agreement.

**(h) whether the Sub-Franchise Agreement includes a restraint of trade or similar clause.**

The Sub-Franchise Agreement includes the following restraint of trade or similar clauses that must be observed by the Sub-Franchisee:

- i. Clause 22.1 "In-Term Covenant" which applies during the term of the Sub-Franchise Agreement; and
- ii. Clause 22.2. "Post-Term Covenant" which applies on expiration or termination of the Sub-Franchise Agreement subject to clause 22.2.2(ii) of the Sub-Franchise Agreement.

**18.2 Details of whether the Master Franchisee has, in the last 3 financial years, considered any significant capital expenditure undertaken by the Sub-Franchisees, in determining the arrangements to apply at the end of the Sub-Franchise Agreements between the Master Franchisee and those Sub-Franchisees.**

The Master Franchisee has not considered any significant capital expenditure undertaken by the Sub-Franchisees in determining the arrangements to apply at the end of the Sub-Franchise Agreements.

**18.3 If the Sub-Franchisee does not have the option to renew the Sub-Franchise Agreement, the following statement must be included in bold 12 point type:**

**Sub-Franchisee does not have the option to renew the Sub-Franchise Agreement. At the end of the Sub-Franchise Agreement, the Master Franchisee may, but does not have to, extend the term of the Sub-Franchise Agreement. If the Master Franchisee does not extend the term of the Sub-Franchise Agreement, the Sub-Franchise Agreement ends and the Sub-Franchisee no longer has a right to carry on the Sub-Franchised business.**

**OR**

**\*[IF THERE IS AN OPTION TO RENEW] Not applicable**

In the event there is no option to renew the Sub-Franchise Agreement, the prospective Sub-Franchisee has the ability to request an extension of the term of the Sub-Franchise Agreement, pursuant to clause 5.5 "Extended Term" of the Sub-Franchise Agreement (excerpt in Item 18.1(a) above), subject to any conditions contained in the Master Franchisee's policy, 'Policy – Extended Term on expiry of a Sub-Franchise Agreement, as amended from time to time (excerpt in Item 18.1(a) above).

**18.4 If the Sub-Franchisee cannot extend the term of the Sub-Franchise Agreement, the following statement must be included in bold 12 point type:**

**Not applicable.**

In the event the Sub-Franchisee cannot extend the term of the Sub-Franchise Agreement, the prospective Sub-Franchisee has the ability to request an extension of the term of the Sub-Franchise Agreement, pursuant to clause 5.5 “Extended Term” of the Sub-Franchise Agreement (excerpt in Item 18.1(a) above), subject to any conditions contained in the Master Franchisee’s policy, ‘Policy – Extended Term on expiry of a Sub-Franchise Agreement’ (excerpt in Item 18.1(a) above), as amended from time to time.

**18.5 If the Sub-Franchisee:**

- (a) does not have the option to renew the Sub-Franchise Agreement; and**
- (b) cannot extend the term of the Sub-Franchise Agreement;**

**the following statement must be included in bold 12 point type:**

**Not applicable.**

In the event there is no option to renew the Sub-Franchise Agreement, the prospective Sub-Franchisee has the ability to request an extension of the term of the Sub-Franchise Agreement, pursuant to clause 5.5 “Extended Term” of the Sub-Franchise Agreement (excerpt in Item 18.1(a) above), subject to any conditions contained in the Master Franchisee’s policy, ‘Policy – Extended Term on expiry of a Sub-Franchise Agreement’ (excerpt in Item 18.1(a) above), as amended from time to time.

**19. AMENDMENT OF SUB-FRANCHISE AGREEMENT ON TRANSFER OF SUB-FRANCHISE**

**19.1 Whether the Master Franchisee will amend (or require the amendment of) the Sub-Franchise Agreement on or before the transfer of the Sub-Franchise.**

The Master Franchisee requires all Sub-Franchisees when entering into a new Sub-Franchise Agreement, renewing or extending a Sub-Franchise Agreement or novating or transferring and purchasing the balance term of a current Sub-Franchise Agreement, to enter into the Master Franchisee’s then current Sub-Franchise Agreement. The Master Franchisee regularly reviews and updates the Sub-Franchise Agreement and the form of Sub-Franchise Agreement to be entered into will therefore be amended and varied from time to time.

**20. EARNINGS INFORMATION**

**20.1 If the Master Franchisee proposes to give earnings information, the Master Franchisee must give it in the disclosure document or a separate document attached to the disclosure document.**

The Master Franchisee does not give earnings information about a specific Domino’s Pizza sub-franchise.

Earnings may vary between sub-franchises.

The Master Franchisee cannot estimate earnings for a particular sub-franchise.

Earnings and/or profits if any of the Sub-Franchised business are the Sub-Franchisee’s responsibility. The Master Franchisee does not furnish or authorise its directors, employees or agents to give any oral or written information concerning the actual or potential sales, costs, income or profits of any sub-franchised business.

Due to the nature of the Sub-Franchised business, earnings are highly dependent on a Sub-Franchisee’s own effort and ability.



The Master Franchisee does not guarantee your success. The Sub-Franchisee may need to spend more to promote or operate their Sub-Franchised business than other Sub-Franchisees. The Master Franchisee suggests that the Sub-Franchisee seek independent accounting and business advice before proceeding with the Sub-Franchised business. The Sub-Franchisee should prepare a business plan and at least consider what will happen to the Sub-Franchisee if the Sub-Franchised business is not profitable or the Sub-Franchised business is required to be closed.

The Master Franchisee will not give out information about the past or current achievements of its Sub-Franchisees. The Sub-Franchisee may wish to speak to existing Sub-Franchisees to make its own investigations. The Master Franchisee is not responsible for any, claims, statements or representations made by its Sub-Franchisees and no authority is conferred upon them to make claims, statements or representations on behalf of the Master Franchisee.

The Master Franchisee does not give projections or forecasts of earnings information.

Actual financial performance figures for Stores in various regions are provided for “what it is worth” for the information of the Prospective Sub-Franchisee, and are marked **Annexure F “Average Franchise Results - AU - FY21”**. These figures are based on information supplied by Sub-Franchisees, and no representation is given that they have been verified, checked or audited by the Master Franchisee or any third party.

These figures are not represented as indicative of any earnings that any specific store may achieve and must not be relied on for that purpose. Not all Stores appear in these figures, only Sub-Franchised Stores which supply the information.

**20.1A If the Master Franchisee gives earning information to a prospective transferee or a Sub-Franchisee before giving the prospective franchisee or Sub-Franchisee a copy of the disclosure document relating to the sub-franchise, the Master Franchisee must also give the prospective Sub-Franchisee or Sub-Franchisee earnings information in the Disclosure Document or an attachment to it.**

See the Master Franchisee’s response to item 20.1 above.

**20.2 Earnings information includes the following information:**

- (a) historical earnings data for:**
  - (i) the Sub-Franchised business; or**
  - (ii) a Franchise in the Franchise system.**

Actual financial performance figures for Stores in various regions are provided for the information of the Prospective Sub-Franchisee, and are marked **Annexure F “Average Franchise Results - AU - FY21”**. These figures are based on information supplied by Sub-Franchisees, and no representation is given that they have been verified, checked or audited by the Master Franchisee or any third party. These figures are not represented as indicative of any earnings that any specific store may achieve and must not be relied on for that purpose. Not all Stores appear in these figures, only Sub-Franchised Stores which supply the information.

- (b) if subparagraph (a)(ii) applies – any differences between the Sub-Franchise in the Franchise system and the Sub-Franchised business.**

Actual financial performance figures for Stores in various regions are provided for the information of the Prospective Sub-Franchisee, and are marked **Annexure F “Average Franchise Results - AU - FY21”**. These figures are based on information supplied by Sub-Franchisees, and no representation is given that they have been verified, checked or audited by the Master Franchisee or any third party.

These figures are not represented as indicative of any earnings that any specific store may achieve and must not be relied on for that purpose. Not all Stores appear in these figures, only Sub-Franchised Stores which supply the information.

**(c) projected earnings for the Sub-Franchised business and the assumptions on which those projections are based.**

See the Master Franchisee's response in Item 20.1 above.

**(d) any other information from which historical or future earnings information of the Sub-Franchised can be assessed.**

See the Master Franchisee's response in Item 20.1 above.

**20.2A If earnings information is given by the Master Franchisee in the disclosure document or an attachment to it – the following statement:**

**To the best of the Master Franchisee's knowledge, the earnings information given is accurate (other than particular earnings information specified in the document as earnings information that the Master Franchisee knows is not accurate).**

See the Master Franchisee's response in Item 20.1 and Item 20.2 above.

**20.3 If earnings information is not given – the following statement:**

Earnings information is not given so the following statement applies:

The Master Franchisee does not give earnings information about a specific Domino's Pizza Sub-Franchise.

Earnings may vary between Sub-franchises.

The Master Franchisee cannot estimate earnings for a particular Sub-Franchise.

**20.4 Earnings information that is a projection or forecast must include the following details:**

- (a) the facts and assumptions on which the projection or forecast is based;**
- (b) the extent of enquiries and research undertaken by the Master Franchisee and any other compiler of the projection or forecast;**
- (c) the period to which the projection or forecast relates;**
- (d) an explanation of the choice of the period covered by the projection or forecast;**
- (e) whether the projection or forecast includes depreciation, salary for the Sub-Franchisee and the cost of servicing loans;**
- (f) assumptions about interest and tax.**

Not applicable as the Master Franchisee does not provide any projections or forecasts or give earnings information.

## **21. FINANCIAL DETAILS**

**21.1 A statement of the Master Franchisee's solvency that:**

- (a) reflects the Master Franchisee's position:**
  - (i) at the end of the last financial year; or**
  - (ii) if the Master Franchisee did not exist at the end of the last financial year – at the date of the statement; and**
- (b) is signed by at least one director of the Master Franchisee; and**
- (c) gives the directors' opinion as to whether there are reasonable grounds to believe that the Master Franchisee will be able to pay its debts as and when they fall due.**

See **Annexure G “Financial Statement for Financial Year Ending 30 June 2019”** and in particular **Annexure G-1 “Financial Statement for Financial Year Ending 28 June 2020”** which contains a statement signed by a director that there are reasonable grounds to believe that the Master Franchisee will be able to pay its debts as and when they fall due.

See **Annexure G-2 “Master Franchisee’s Solvency Statement”** for a signed Solvency Statement by a director of the Master Franchisee which confirms that as at 30 June 2020 there were reasonable grounds to believe that the Master Franchisee was able to pay its debts as and when they fell due.

To the best of the Master Franchisee’s knowledge, the earnings and other financial information provided in this Disclosure Document are:

- (a) accurate, correct and compliant with the Franchising Code of Conduct and relevant Australian Accounting Standards Board standards at the time of signing;
- (b) except where discrepancies have been identified in writing at the time of signing.

To the best of the Master Franchisee’s knowledge there are no discrepancies at the time of signing.

**21.2 Financial reports for each of the last 2 completed financial years in accordance with sections 295 to 297 of the Corporations Act 2001, or a foreign equivalent of that Act applicable to the Master Franchisee, prepared by the Master Franchisee.**

NOTE: See also Items 21.4 to 21.6.

For the financial years ending 30 June 2019 and 28 June 2020 see **Annexure G “Financial Statement for Financial Year Ending 30 June 2019”** and **Annexure G-1 “Financial Statement for Financial Year Ending 28 June 2020”** for copies of the financial reports for the Master Franchisee.

**21.3 If:**

- (a) the Master Franchisee is part of a consolidated entity that is required to provide audited financial reports under the *Corporations Act 2001*, or a foreign equivalent of that Act applicable to the consolidated entity; and
- (b) a Sub-Franchisee requests those financial reports;  
financial reports for each of the last 2 completed financial years, prepared by the consolidated entity.

NOTE: See also Items 21.4 to 21.6.

**21.4 Items 21.2 and 21.3 do not apply if:**

- (a) the statement under Item 21.1 is supported by an independent audit provided by:
  - (i) a registered company auditor; or
  - (ii) if the Master Franchisee is a foreign franchisor – a foreign equivalent for that Master Franchisee;  
within 4 months after the end of the financial year to which the statement relates; and
- (b) a copy of the independent audit is provided with the statement under Item 21.1.

Not applicable.

**21.5** If the Master Franchisee or consolidated entity (the entity) has not existed for 2 or more financial years, then instead of providing the financial reports mentioned in Item 21.2 or 21.3, the following:

- (a) a statutory declaration of the entity's solvency;
- (b) an independent audit report on the entity's solvency as at the date of the entity's declaration.

Not applicable.

**21.6** If the Master Franchisee or consolidated entity (the entity) was insolvent in either or both of the last 2 completed financial years, the following:

- (a) a statement of the period during which the entity was insolvent;
- (b) a statutory declaration of the entity's solvency;
- (c) an independent audit report on the entity's solvency as at the date of the entity's declaration.

Not applicable.

## **22. UPDATES**

**22.1** Any information given under clause 17 that has changed between the date of the Disclosure Document and the date the Disclosure Document is given under the Code.

As at the date of this Disclosure Document no change has occurred that is relevant to clause 17 of the Code.

## 23. RECEIPT

### 23.1 On the last page of the Disclosure Document:

- (a) a statement to the effect that the prospective Sub-Franchisee may keep the Disclosure Document; and
- (b) a form on which the prospective Sub-Franchisee can acknowledge receipt of the Disclosure Document

### Form of Receipt – Domino’s Disclosure Document

RE: **Domino’s Pizza**

.....  
[INSERT NAME OF STORE]

I .....  
[NAME/S OF PROSPECTIVE SUB-FRANCHISEE/S]

Of .....  
[ADDRESS OF PROSPECTIVE SUB-FRANCHISEE/S]

acknowledge that I/we did receive on the ..... day of ..... the following:

1. Signed Domino’s Pizza Disclosure Document;
2. Annexure AA – Key Facts Sheet
3. Annexure A - Domino’s Store Owner Details;
4. Annexure A-1 - Pinky’s Store Owner Details;
5. Annexure B - Domino’s Store Events for the last 3 Financial Years;
6. Annexure B-1 - Pinky’s Store Events and Contact Details for the last 3 Financial Years;
7. Annexure B-2- Name, location and contact details of Franchisees for last 3 Financial Years;
8. Annexure C - Trade Marks;
9. Annexure D - Sub-Franchise Agreement;
10. Annexure E - Schedule of Prepayments, Establishment Costs and Other Payments;
11. Annexure F - Average Franchise Results - AU - FY21;
12. Annexure G - Financial Statement for Financial Year Ending 28 June 2020;
13. Annexure G-1 - Financial Statement for Financial Year Ending 27 June 2021
14. Annexure G-2 - Master Franchisee’s Solvency Statement;
15. Annexure H - Franchising Code of Conduct;
16. Annexure I - Deed of Release of Sub-Franchise Agreement;
17. Annexure J - Bookkeeping Services Agreement (as Applicable);
18. Annexure K - Domino’s Pizza Operational Code of Conduct;
19. Annexure L - PULSE System End User Agreement;
20. Annexure L-1 - IT Support Services Agreement;
21. Annexure L-2 - Online Ordering Agreement;
22. Annexure M - Development Services Agreement for Store Construction (as Applicable)
23. Annexure M-1 - Development Services Agreement for Refurbishments (as Applicable);
24. Annexure M-2 - Leasing Services Agreement (as Applicable);
25. Annexure N - Agency and Template Agreement (as Applicable);
26. Annexure O - Loan Agreement (as Applicable);
27. Annexure O-1 - General Security Agreement (as Applicable);
28. Annexure O-2 - Guarantee Fee Agreement (as Applicable);
29. Annexure P - Site & Territory Details;
30. Annexure Q - Disclosure of Sub-Franchisee Contact Details;
31. Annexure R - Ongoing Contracts (as Applicable);
32. Annexure S - Lease Details (as Applicable);
33. Annexure S-1 - Store Licence Agreement (as Applicable);
34. Annexure T - Equipment Rental Agreement (as Applicable);
35. Annexure U - Option Deed (as Applicable).

I acknowledge the Domino's Disclosure Document contains a copy of the Sub-Franchise Agreement (in Annexure D) in the form it is to be executed.

I understand that under the Franchising Code of Conduct I may keep this Domino's Pizza Disclosure Document (including all Annexures as set out above) and there is a requirement that I be given a minimum of 14 days to peruse these documents. I confirm that it has been recommended that I seek advice from an independent legal adviser experienced in franchising and also accounting and business advice on the franchise proposition from an independent accountant/business advisor experienced in franchising.

We confirm that we did consent in writing prior to the receipt of the Disclosure Document to accept the disclosure under the Franchising Code of Conduct pursuant to section 9(1) of the *Electronic Transactions Act 1999 (Cth)*.

**STATEMENT:** The sub-franchisee or prospective sub-franchisee may keep this disclosure document.

Dated this ..... day of .....

Executed by «**Franchisee Full Name CO:LIKE THIS**» in accordance with section 127 of the *Corporations Act 2001 (Cth)*:

.....  
Signature of director

.....  
Signature of director/secretary

.....  
Name of director (print)

.....  
Name of director/secretary (print)