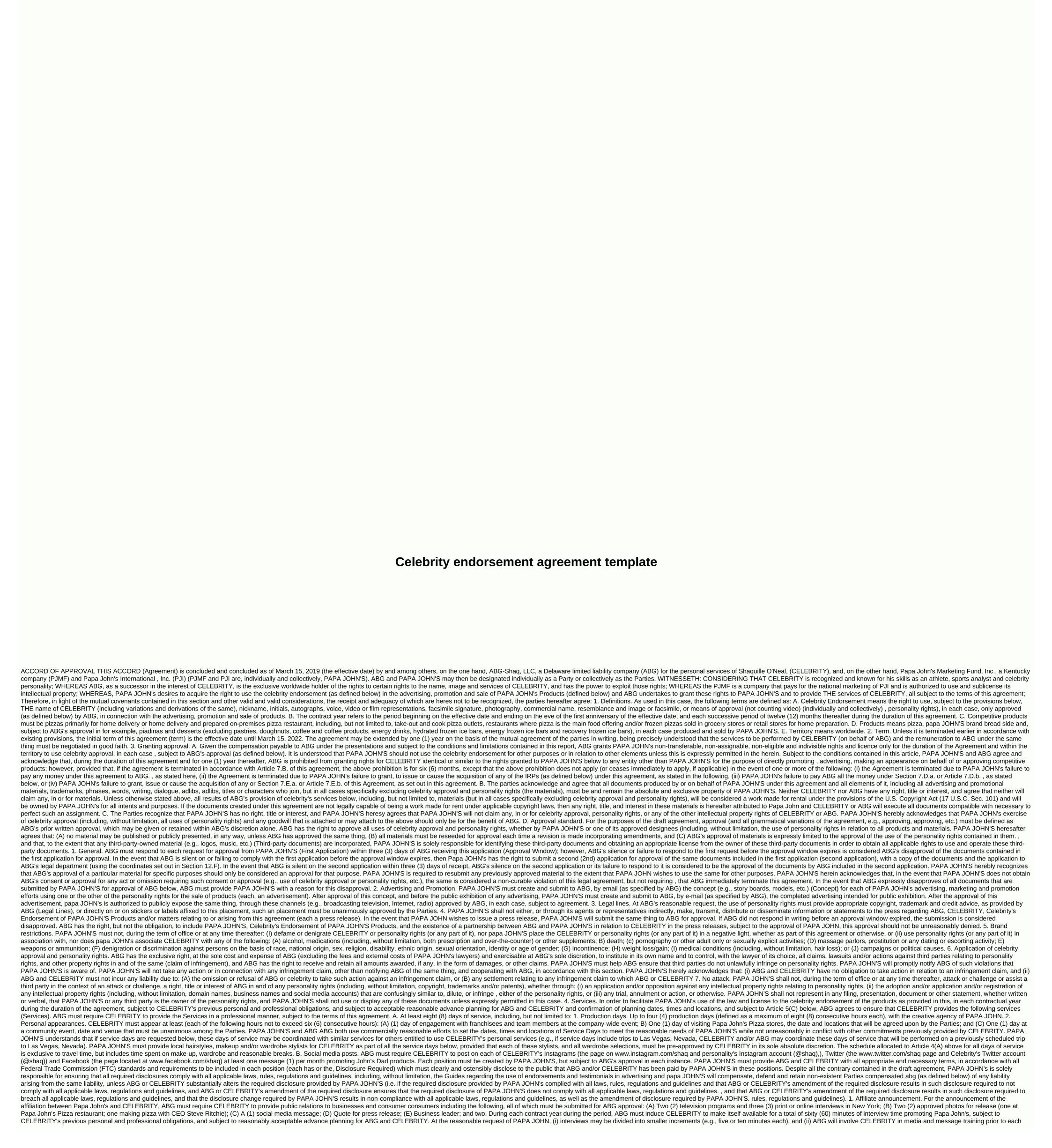
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interview, in each case, subject to CELEBRITY's previous personal and professional obligations, and subject to reasonable due advance planning for ABG and CELEBRITY and PAPA JOHN'S to collaborate in good faith to develop one (1) or several co-branded products using personality rights.
These co-branded products are subject to the separate written agreement of the Parties. E. Notwithstanding all the contrary contained in this Agreement, the Parties expressly agree that personality rights should not be used, in whole or in part, in home programs (as defined below) without ABG's approval in each case. Unless expressly provided in this
report, PAPA JOHN'S acknowledges and agrees that, both during the term of office and at any time thereafter, PAPA JOHN'S is not entitled, and PAPA JOHN'S must not, affix or attach any of the personality rights, in any way, to any of PAPA JOHN'S is not entitled, and PAPA JOHN'S must not, affix or attach any of the personality rights, in any way, to any of PAPA JOHN'S is not entitled, and PAPA JOHN'S must not, affix or attach any of the personality rights, in any way, to any of PAPA JOHN'S is not entitled, and PAPA JOHN'S must not, affix or attach any of the personality rights, in any way, to any of PAPA JOHN'S is not entitled, and PAPA JOHN'S must not, affix or attach any of the personality rights, in any way, to any of PAPA JOHN'S is not entitled, and PAPA JOHN'S must not, affix or attach any of the personality rights, in any way, to any of PAPA JOHN'S is not entitled, and PAPA JOHN'S must not, affix or attach any of the personality rights, in any way, to any of PAPA JOHN'S is not entitled, and PAPA JOHN'S must not attach any of the personality rights, in any way, to any of the personality rights, in any way, to any of the personality rights, in any way, to any of the personality rights, in any way, to any of the personality rights, in any way, to any of the personality rights, in any way, to any of the personality rights, in any way, to any of the personality rights, in any way, to any of the personality rights, in any way, to any of the personality rights, in any way, to any of the personality rights, and the personality rights are also at a personality rights.
For the purposes of this agreement, the home program must be defined as any program or plan developed around a particular product or property (p. e.g., traffic manufacturers, cross-promotions, third-party programs involving the use of a premium or product and/or third-
party service), including, without limitation: (i) any program primarily aimed at attracting consumers to purchase a product or services. F. Condition precedent. PAPA JOHN'S expressly acknowledges that ABG's obligations to require CELEBRITY
to perform the services specified below are subject to the condition that all payments to ABG are up to date and up-to-date. G. Pay or play. In the event that PAPA JOHN'S does not use all Services as the same services are allocated and/or programmed in accordance with the above (e.g., in a particular contract year), then: (A) the same does not result in a
reduction in the amounts due and/or payable to ABG below, and (B) PAPA JOHN's is deemed to have waived its right to use these particular services (e.g., service days allocated for a particular services).
activity. The Parties recognize and agree that CELEBRITY should not be required to participate in physical activity during CELEBRITY's performance of services of a dangerous nature or that may involve a risk of grievous bodily harm to CELEBRITY and/or others, as determined by ABG and CELEBRITY in their sole and absolute collective discretion. I.
Additional services. The personal restitution of additional services beyond the Scrvices beyond the Services set out in the United States is subject at all times to the mutual agreement of the Parties (including, without limitation, the negotiation of appropriate remuneration in this regard). PAPA JOHN'S acknowledges and agrees that (i) papa JOHN'S and CELEBRITY
are expected to enter into one or more franchise agreements under which, among other things, CELEBRITY (and/or celebrity's designee) will acquire a 30 per cent (30%) property in nine (9) Papa John's Pizza restaurants in the Atlanta area, and (ii) dad JOHN'S must not, ask, provoke or directly or indirectly demand CELEBRITY, under or in connection with
such a franchise agreement or otherwise (except expressly stated in the draft agreement), (a) to provide PAPA JOHN'S (including its design persons) with all services that are the same or similar to the Services below, or b) to grant PAPA JOHN'S (including its designs) any rights or license to use any of the personality rights. PAPA JOHN'S further
acknowledges that ABG, as a successor in the interest of CELEBRITY, is the sole and exclusive owner of a global portfolio of personality rights, as well as other copyrights, trademarks and other intellectual property rights related to CELEBRITY, as well as other copyrights, as well as other rights to name, image, likeness, personality, voice, signature and
other indications and rights of association and approval related to CELEBRITY, including, without restriction, under section 43 (a) of the United States Lanham Act (collectively, shaq rights). PAPA JOHN'S further acknowledges and agrees that: (a) any use of shaq rights and/or any intellectual property rights related to (e.g., the exploitation of a
COPYRIGHTed photograph of CELEBRITY), whether in relation to the products or otherwise, requires the consent and authorization of ABG in each case, b) ABG is the only person or entity that can authorize the of Shaq Rights on or in relation to products or services worldwide, and (C) if PAPA JOHN or any third party wished to manufacture, advertise, sell
offer or otherwise operate products or services related to CELEBRITY, all of these acts would be a use of Shaq rights and would therefore require ABG's prior written consent in each case. J. Reverse license. PAPA JOHN grants to ABG and CELEBRITY, a right and license free of rights, perpetual, irrevocable, fully remunerated, assignable, transferable,
sub-licenses for the use of materials, in their entirety or in all parts of it, in all media now known or developed below, throughout the universe (individually and collectively, PJ Rights) as follows: (i) on or in relation to the performance of the Services below; (ii) with respect to historical and archival purposes (e.g., documentary, commentary, business
retrospective, historical records on ABG's websites), so-called business-to-business uses and other non-commercial purposes; (iii) for industry recognition (e.g., award competition submissions); in each case, in all media now known or designed below. For external or public uses in paragraph ii and in all cases in paragraph (iii), this licence is subject to the
prior written approval of PAPA JOHN, which should not be unreasonably denied. 5. Consideration. Based on the rights granted in this case and the services to be provided below, PAPA JOHN'S will pay ABG a cash payment of: One million of two hundred
and fifty thousand U.S. dollars (US$1,250,000) for the year of contract 2, and one million five hundred and seventy five thousand U.S. dollars (1,375,000 $US) for the year of contract 3 (these cash payments for contract 2, and one million five hundred thousand U.S. dollars (1,375,000 $US) for the year of contract 3 (these cash payments for contract 2, and one million five hundred thousand U.S. dollars (1,375,000 $US) for the year of contract 3 (these cash payments for contract 2, and one million five hundred and seventy five thousand U.S. dollars (1,375,000 $US) for the year of contract 3 (these cash payments for contract 2, and one million five hundred and seventy five thousand U.S. dollars (1,375,000 $US) for the year of contract 3 (these cash payments for contract 3 (these cash payments for contract 2, and one million five hundred and seventy five thousand U.S. dollars (1,375,000 $US) for the year of contract 3 (these cash payments for contract 3 (t
services and rights provided below. In addition to the cash payment and any other compensation payable to ABG (and, if applicable, celebrity) below, with the use applied against the double-scale cash payment (or such other applicable rate). Each
of these cash payments is made in four equal instalments, as set out in Article 5.A.3 below, as follows: (A) The first payment is due on the effective date of the first contract year; and March 1 for subsequent contract year; and the first contract year; and the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the first payment is due on the effective date of the effec
(D) The fourth payment is due on December 1 for each contract year. 2. Wire instructions. PAPA JOHN'S is solely responsible for the costs and/or costs associated with administering all payments to ABG by transfer to the following account, unless
otherwise stated by ABG: Payee: ABG-Shaq, LLC Bank of America One Bryant Park New York, NY 10036 Account number: 483043584155 ABA Routing number (for international transfers): BOFAUS3N 3. No deductions. PAPA JOHN'S may not deduct, derable or compensate cash
payments or any other amount payable to ABG for any reason. For the purposes of the illustration, but without limitation, PAPA JOHN'S cannot deduct: union fees, other expenses, non-recollectable accounts, bank transfer fees, bank fees or any other fees associated with making all payments to ABG, slotting fees, advertising or other expenses of any kind,
costs incurred in the operation of the business, or the conversion of any currency into U.S. dollars. 4. Allowance. ABG may, at ABG's sole discretion, allocate and apply the payments it receives from PAPA JOHN's to ABG of any amount owed below should not in any way avoid a default by PAPA JOHN's on the
total amount of these payments, and PAPA JOHN'S will not be entitled to any refund of the amount of partial payments in the event of expiry or termination of this agreement. 5. Taxes and fees. All sales, uses, value added, deductions, local privileges, excise taxes, duties, rights or other expenses of any kind, character or description that may be levied or
taxed on any of the products, the commercial exploitation of PAPA JOHN's responsibility. ABG is only responsibile for actual taxes on ABG's net income as a result of this agreement. 6. Union fees; Other charges. PAPA JOHN'S heres bleeds to be THAT
CELEBRITY is a member of SAG-AFTRA. In addition to the cash payment and any other compensation payable to ABG (and, if applicable, celebrity) below, for the purposes of this agreement, 40 per cent (40%) cash payment is allocated to services covered by trade unions. If PAPA JOHN's offers a PERFORMANCE or SERVICE of CELEBRITY below in
any way that is subject to the jurisdiction of any applicable union, guild or other organization of which CELEBRITY is a member (including, unrestricted, SAG-AFTRA), during or after the mandate, then PAPA JOHN'S must pay, as required by this union, guild or other organization, all minimum payments or fees (and other, if any) (or for SAG-AFTRA, minimum
pension and social assistance contributions) to be made with respect to papa JOHN's use of the services below (Union fees). PAPA JOHN'S is solely responsible for all EU costs and all and/or fees associated with administering all payments to ABG, as required by law, including, without limitation, electronic transfer fees (other fees). Under no circumstances
should ABG CELEBRITY is responsible for union or other costs that may result from this agreement. At the reasonable request of PAPA JOHN, and subject to prior consultation of CELEBRITY and ABG with the lawyers of their choice, ABG must work together in good faith with CELEBRITY and PAPA JOHN's for CELEBRITY to sign a screen screen actors
guild contract for each session for follow-up purposes. 7. Development, All costs and expenses of PAPA JOHN's business (including, without limitation, design, development, preparation, cooking, packaging, distribution, delivery, advertising, marketing, promotion, offer to sell, sell, sell or other operations of products, as well as other costs and expenses
related to materials and all advertisements, including, without limitation, at the cost of complying with the approval requirements set out above) will be borne by PAPA JOHN's. 8. Subcontractors. In the event that PAPA JOHN's wishes to subcontract all or part of the exploitation of the following products or related activities (e.g., product design, product
advertising, product creation, etc.) to a third party (e.g., advertising agencies, photographers, videographers, producers, crew members, etc.) (each a subcontractor), the same can only be done if and after ABG has given its approval for it. If requested by ABG, PAPA JOHN's will provide ABG with additional information on any proposed subcontractor, so that
ABG will have sufficient information to assess Papa JOHN's application for approved that subcontractor, that subcontractor is authorized to perform only the part of the business for which ABG has approved that subcontractor. PAPA JOHN'S will do its best to ensure that all
subcontractors comply with the terms of this agreement. All acts of all subcontractors are considered the actions of PAPA JOHN'S for the full purpose of this agreement. B. Allocation of PJI restricted share units. On the effective date or as soon as possible thereafter (such as the subsidy date), PJI will grant CELEBRITY (as an ABG agent only for the purpose
of receiving errts and irrevocable authorization and instruction of the PJI transfer agent to deliver common shares issued at the time of the acquisition of the IRPs on each acquisition date applicable to ABG) 87,136 units of restricted shares of PJI (the URS). The IRAs will be granted under the IJP's 2018 Omnibus Incentive Plan (the Plan) and will be subject
in all respects to the terms of the Plan and an applicable restricted share unit agreement set out in Exhibit A, which is attached in this case and incorporated by reference in the following (the Restricted Share unit agreement or the unit of shares agreement or the unit of shares agreement entity and applicable restricted share unit agreement). With the exception of this agreement or the unit of shares agreement entity agreement or the unit of shares agreement entity agreement or the unit of shares agreement entity agreement entity agreement or the unit of shares agreement entity agreement ent
grant date, up to 33% [28,755] of IRPs on the second anniversary of the effective date, and up to 36% on the third anniversary of the effective date (each of these dates, a date of acquisition). In the case of a business transaction, as defined in the Plan, IRPs are treated in accordance with the terms of the Plan. C. Spending. With respect to all personal
appearances and personal services (including, for example, all days of service) that will be performed by CELEBRITY and two (2) travel companions: (i) private business jet or other private air travel option; (ii) five-star hotel (suite level or higher for CELEBRITY), with separate
rooms for fellow travellers; iii) high-end private ground transport at the airport and from airports and appearance locations. 6. Additional safeguards and covenants. A. ABG represents and justifies to PAPA JOHN's that (i) neither ABG nor CELEBRITY are parties to an oral or written agreement or agreement, granting another entity or person the right or
licence to use celebrity approval in the advertising, promotion or approval of any competitive product or would prevent, limit or impede the performance of its obligations under this agreement will not result in any
violation or violation of any other agreement to which ABG or CELEBRITY is a party; (iii) all approvals of CELEBRITY products that are approved and effectively used by PAPA JOHN'S in accordance with the terms of this agreement reflect the honest opinions, conclusions, beliefs or experiences of THE CELEBRITY; (iv) ABG has the full capacity and right to
enter into this agreement and to execute, and to ensure that CELEBRITY meets all of the obligations set out in this case and incorporated by reference in this case. B. PAPA JOHN'S represents and justifies to ABG and CELEBRITY that (i) PAPA JOHN'S is not a
party to any oral or written agreement or agreement or agreement that would prevent, limit or impede the performance of any of its obligations under that agreement will not cause any violation or violation of any other agreement
to which PAPA JOHN'S is a party; (iii) PAPA JOHN'S has the full capacity and right to enter into this agreement and to carry out all the obligations arising from this agreement; iv PAPA JOHN'S maintains appropriate policies, procedures, systems and training, in each case in accordance with (A) for the production, distribution and sale of products, (B) to
ensure that products are safe for human consumption, (C) to ensure compliance with all applicable food safety regulations, and (D) to provide a level of customer service at least as equally as as is the norm in its industry and will not have a significant negative impact on the PAPA JOHN'S brand; (v) no material, writing or image that is harmful, deleterious or
defamatory shall be used in the context of the rights of the personality, materials or activities of PAPA JOHN; (vi) PAPA JOHN; (vi) PAPA JOHN; shall not create, incur or permit any impediment, privilege, security interest, mortgage, pawn, assignment or other assumption on this agreement or allow the commencement of any foreclosure proceedings or actions on that
agreement or to obtain a transfer of the agreement, whether or not it is a sale of a judicial foreclosure or not; (vii) (A) PAPA JOHN'S holds all rights to and from products and materials, including, for example, not limitation, all brands and service marks used for or in connection with (e.g., PAPA JOHN'S) and (B) any of the brands of design, development,
preparation, cooking, packaging, distribution, delivery, advertising, , marketing, promotion, offer to sell, sell or other exploitation of the term,
any charge that can be charged to ABG or CELEBRITY without approval. C. Each party recognizes and agrees that (i) all copyrights and trademarks used in these rights that belong to a party must be and remain the exclusive and complete property of that party; (ii) the other party may at no time acquire or claim any right, title or interest in such copyright or
trademark under the Agreement; (iii) the other party must not challenge or assist others in challenging the validity of all these copyrights and trademarks; (iv) it will not incur or create billable expenses to the other party must not challenging the validity of all these copyrights and trademarks; (iv) it will not incur or create billable expenses to the other party must not challenge or assist others and ordinances of
each country or political subdivision of the country, having legal jurisdiction over any aspect of their respective activities under this agreement, including specifically, but not limited to, the use of celebrity approval in the materials for and on behalf of PAPA JOHN'S, and the design, development, preparation, cooking, packaging, labelling, distribution, delivery,
advertising, marketing, promotion, offer of sale, sale or any other exploitation of products by and on behalf of PAPA JOHN'S. E. ABG agrees to execute (and require CELEBRITY to execute) the other documents reasonably requested by PAPA JOHN'S, as required to achieve the intent of this agreement, including the granting of IDU F. Despite all the contrary
contained in the draft agreement, PAPA JOHN'S acknowledges and agrees that ABG and/or CELEBRITY are parties to one or more agreements with a third party or more for, among other things, the use of Celebrity's Endorsement and personality rights during the duration (or portions of it) for and in relation to (i) the following foods and beverages usually
consumed for breakfast: bagels, sandwiches for breakfast (i.e. sandwiches for breakfast (i.e., businesses that prepare (s) and serve (s) food and beverages to customers in
exchange for money) with menus primarily focused on chicken dishes, (iii) high-end restaurant (i.e., business that prepares (s) and serves (s) food and beverages to customers in exchange for money) with menus primarily focused on Americanized dishes similar to those that I steakhouses (which may include pizzas/flatbreads), bread sides,
desserts, etc. as part of their menu), and (iv) frozen hydration ice bars, energetic frozen ice bars and frozen recovery ice bars and energy drinks (individually and collectively, existing agreements); and that the execution of ABG and celebrity under existing agreements should not be considered a violation of this agreement by ABG or CELEBRITY. A.
Termination by PAPA JOHN'S. Without prejudice to other rights that it may have in law, in equity or otherwise, PAPA JOHN'S in its sole discretion, exercising a good faith commercial judgment, in the event that any of the following elements occur during the
duration of that agreement (1) CELEBRITY's conviction or guilty plea to a crime of moral turpitude; (2) THE public denigration or denigration or denigration of PAPA JOHN'S by CELEBRITY or ABG; (3) CELEBRITY or ABG intentionally makes a voluntary statement or commits any voluntary act that is or generally becomes known to the public and whose effect of such
statement or act is both (a) in denigrating or blatantly insulting any group in the community on the basis of ethnicity, religion, race, national origin, gender or sexual orientation, and b) is the direct cause of a significant negative impact on PAPA JOHN's actual pizza sales; (4) (a) the permanent death or incapacity of CELEBRITY, or b) CELEBRITY's inability to
perform the services of this agreement, except due to a force majeure event; or (5) THE violation by CELEBRITY or ABG of any significant duration of this agreement, which breaches celebrity or ABG received the written notice of PAPA JOHN of
this violation. Specifically, if this agreement is terminated for any of the reasons under section 7.A.(1)-(3), PAPA JOHN's right to terminate this agreement is PAPA JOHN's only recourse for the same thing. B. Termination by ABG. Without prejudice to other rights, it can ABG has the right to terminate this agreement on written notice to PAPA JOHN'S, as
determined by ABG in its sole discretion, exercising a good faith commercial judgment, in the event that (1) during the duration of the PJI management team or any member of the PJI management team or a
Papa JOHN's violates any significant duration of this agreement, which violates Papa JOHN's fails to heal within thirty (30) days following PAPA JOHN's receipt of ABG's written notice of such a violation, on the understanding that this period is five (5) working days with regard to the payment of all money, (c) any member of the PJI executive team or any
member of the PJI Board of Directors or any authorized spokesperson for PAPA JOHN'S intentionally makes a voluntary statement or act has the effect of blatantly denigrating or insulting any group in the community on the basis of ethnicity, religion, race,
national origin, gender or sexual orientation. C. Termination effect - Use beyond time. When this agreement expires or is terminated by PAPA JOHN's (but not in the event of termination by ABG), and subject to PAPA JOHN's continued compliance with the terms of this agreement, PAPA JOHN'S has the following rights to use the celebrity endorsement only
as follows: (i) for a period of six (6) months after the effective expiry or termination date, PAPA JOHN'S has the right to continue to use, display and distribute copies of documents that bear celebrity approval and have been printed and published, or irrevocably reserved for publication or posting with a third party, before the effective expiry or termination date,
and (ii) PAPA JOHN'S is entitled, without restriction, to the internal and non-commercial use of any material. This use may include an internal exhibition for historical, educational or commemorative purposes. Provided above, any incidental use of
celebrity approval and/or personality rights that may occur or be discovered during the three (3) months following that period should not be considered a violation of that agreement; has, however, provided that, in any event, any use of celebrity approval and/or personality rights must cease no later than nine (9) months after the expiry date or effective
termination of this agreement. D. Termination effect - Cash counterpart. A. by PAPA JOHN'S. If this agreement is terminated by PAPA JOHN'S for any of the reasons provided for in Article 5.A. above, determined by multiplying the cash payment for this contractual
year by a fraction, including the number of days elapsed during that contractual year and whose denominator is the total number of days in that contractual year, and these amounts must be immediately due from the effective date of termination by ABG. If this agreement is terminated by ABG for any of the reasons under
section 7.B. above, then all amounts unpaid under this agreement for the eighteen (18) months following the effective date of termination (including, without limitation, any balance due to the cash payment from the date of termination (including, without limitation to all cash payments that would have become payable in the next eighteen (18) months,
but for termination) must be immediately due from the effective date of the termination and paid to ABG; however, provided that, in the event that there are less than eighteen (18) months left for the duration from the effective date of this termination, all amounts unpaid under that contract for the balance of the term (including, without limitation, any balance
due to the cash payment from the effective date of termination of employment, in addition to all cash payments that would have become payable but for termination of employment) must be immediately
due from the effective date of the termination of employment, in addition to all cash payments that would have become payable, but for termination effect - ERR allowances. Notwithstanding anything contrary contained in the framework of this agreement or the restricted
share unit agreement: a. Termination by PAPA JOHN'S. If this agreement is terminated by PAPA JOHN'S for any of the reasons set out in Article 5.B. above, determined by
multiplying the number of IRPs for that year by multiplying the number of lays elapsed in this contract year, and these ROAs must be acquired immediately from the effective date of the termination. B. Termination by ABG. If this agreement is by ABG for any of the reasons provided for
article 7.B above, CELEBRITY is then entitled to acquire all IRRs immediately for the eighteen (18) months following the effective date of termination). , in addition to all ROAs that would have invested over the next 18 months,
but for termination of employment); provided, however, that in the event of less than eighteen (18) months remaining ERRs effective date of termination. 8. Compensation Obligations. Abg. ABG will compensate, defend and hold harmless JOHN'S PAPA
and its current and future parents, subsidiaries, affiliates and each of their respective current and future officers, directors, shareholders, employees, agents, lawyers, and each of their respective successors and assigns (individually and collectively, PAPA JOHN'S Indemnified Party) of and against all third party claims, reasonable liabilities, claims, causes of
action, judgments, settlements, costs and expenses (including, without limitation, reasonable legal fees and costs outside of lawyers) (collectively, claims) arising from or in connection with any of the following clauses: (i) ABG's violation of one of its express representations, express guarantees or express under this agreement; or (ii) the failure of ABG or
CELEBRITY to perform any of its obligations under this agreement. ABG is not liable to PAPA JOHN'S or any third party under Section 8.A. to the extent that PAPA JOHN. PAPA JOHN'S will compensate, defend and hold harmless celebrity.
ABG and its current and future parents, subsidiaries, affiliates and each of their respective successors and each of their respective successors and future officers, directors, shareholders, employees, agents, lawyers and each of their respective successors and each of their respective
(1) of the following: (i) papa JOHN's violation of any of its statements, guarantees or clauses expressly implied under this agreement; (ii) PAPA JOHN'S' failure to perform any of its obligations under this agreement; (ii) papa JOHN'S failure to perform any of its obligations under this agreement; (iii) design, development, preparation, cooking, packaging, distribution, delivery, advertising, marketing, promotion, offer of sale, sale
or any other exploitation of products, materials or any advertising (including, without limitation, any responsibility for the product, any false advertising and/or allegations of infringement); (iv) any act, whether by omission or commission, by PAPA JOHN'S (including one of its franchisees, suppliers and store operators), which may responsibility for the product, any false advertising and/or allegations of infringement); (iv) any act, whether by omission or commission, by PAPA JOHN'S (including one of its franchisees, suppliers and store operators), which may responsibility for the product, any false advertising and/or allegations of infringement); (iv) any act, whether by omission or commission, by PAPA JOHN'S (including one of its franchisees, suppliers and store operators), which may responsibility for the product, any false advertising and/or allegations of infringement); (iv) any act, whether by omission or commission o
of the products, from the materials, activities of PAPA JOHN and/or this agreement, or from it. PAPA JOHN'S in accordance with Article 8.A. above. PAPA JOHN'S ABG's approval must not waive, diminish or rescind any of PAPA JOHN's
compensation obligations to the compensated ABG parties below. C. Compensated below (the Indemnitor, in its sole discretion, can then take steps it deems desirable to defend such a claim on behalf of
indemnitee. In the event that the indemnitor does not take appropriate action within thirty (30) days of the indemnitor receiving a written notice from the Indemnitor of such a claim to a reasonably acceptable lawyer for compensation, and no settlement of such a claim can be made without the prior written approval of the
indemnification, whose approval must not be unreasonably accepted., conditioned or delayed. Even if the indemnite may, at its own expense and expense, the Indemnitee may, at its own expense and expense, be represented by its own counsel in such a claim. In any event, the Indemnitee and the Indemnitor must keep fully informed of all developments and
cooperate fully with each other in all respects with respect to such a claim. D. Insurance. PAPA JOHN'S must procure and maintain, at its own cost and expense, and to resort to commercially reasonable efforts has the effect of getting its subcontractors to obtain, at their own expense and expense, for the duration and for a period of three (3) years thereafter
(insurance period), complete general liability insurance (including, without limitation, product liability insurance, workers' compensation insurance and advertising damages insurance and advertisements. Insurance must be
obtained from a company reasonably acceptable to ABG, in an amount of at least US$5 million (US$5,000,000) overall, or papa JOHN's standard insurance policy limits, which is the highest amount. E. Within five (5) working days following the date on which this agreement is fully implemented, PAPA JOHN'S must submit to ABG an insurance certificate
naming each of ABG, CELEBRITY and Authentic Brands Group, LLC as additional insured (IOC), of which COI, or a renewal or replacement of it, must remain in effect at all times during the insurance period, and must require the insurer to provide at least thirty (30) days of written notice prior to PAPA JOHN, and any additional policyholders, of any
termination, cancellation or modification of it. F. In the event that any required insurance policy includes or authorizes a waiver of the in the event that such a waiver is required by a third-party agreement, then that
entitled to its proportionate share of the insurance proceeds received by PAPA JOHN'S in respect of celebrity approval and/or personality rights, and PAPA JOHN'S must declare and pay ABG the proceeds of that insurance at the same time as the next quarterly payment of the cash payment is due. G. LIMITATION OF LIABILITY. TO THE EXTENT
POSSIBLE UNDER APPLICABLE LAW, NEITHER ABG NOR AUTHENTIC BRANDS GROUP LLC NOR CELEBRITY ARE LIABLE TO PAPA JOHN'S FOR ANY SUBSTANTIAL DAMAGE, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL, REGARDLESS OF FORM OR ACTION, WHETHER IN CONTRACT OR TORT, EVEN THOUGH ABG OR
AUTHENTIC BRANDS GROUP LLC HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF ABG, AUTHENTIC BRANDS GROUP LLC AND CELEBRITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY ABG (EXCLUSIVELY
REIMBURSEMENT OF EXPENSES) BELOW, REGARDLESS OF THE NUMBER OR TYPE OF CLAIMS. 9. Arbitration and resolved by a single arbitrator (who will be a lawyer) in accordance with the American Arbitration Association's commercial
arbitration rules then in force. All of these arbitrations take place at the American Arbitration Association's office in New York. Each party has the right to testify at least two (2) factor witness appointed by the other party, and to conduct other discovery examinations that the arbitrator deems appropriate. The
award or decision of the arbitrator is final, binding and conclusive and any court can make such a judgment. 10. Confidentiality and non-denigration. Each party must hold all confidential information received under this agreement, including the terms of this agreement and CELEBRITY's personal and/or commercial affairs, confidential and may disclose it (i)
only with the prior written consent of the other Party, (ii) where required by law, or (iii) to advisors, lawyers or other persons who need it, provided that these recipients also keep this information becomes public, each party can
respond, discuss and comment in a positive and positive and positive manner that CELEBRITY is associated with PAPA JOHN's at any public event and/or interview, subject to the following requirements. All parties agree not to denigrate or make derogatory, verbal or written comments about the other Party during the duration of the Agreement, and for one year by the
11. Force majeure. If, at any time during the period, CELEBRITY and/or ABG are prevented, hindered or by, or interfered in any way, the full performance of their duties below, because of: any present or future law, law, order, regulation, order, judgment or decree, whether legislative, executive or judicial (whether valid or not); any act of God, earthquake,
fire, flood, epidemic, accident, explosion or accident; any lockout, boycott, strike, labour controversy (including, without limitation, any threat of the above); any riot, civil disturbance, war or armed conflict (whether or not there has been an official declaration of war or an official declaration of a state of war), invasion, occupation, military intervention or act of
public enemy; any embargo, delay of a common carrier, flawless inability of the CELEBRITY part and/or ABG; or any other cause of a similar nature (each of the force
majeure event), then the obligations of CELEBRITY and/or ABG in this case are suspended as often as a force majeure event of this kind occurs and during this period of time as such a force majeure event of this kind occurs and during this period of time as such a force majeure event of this kind occurs and during this period of time as such a force majeure event of this kind occurs and during this period of time as such a force majeure event of this kind occurs and during this period of time as such a force majeure event of this kind occurs and during this period of time as such a force majeure event of this kind occurs and during this period of time as such a force majeure event of this kind occurs and during this period of time as such a force majeure event of this kind occurs and during this period of time as such a force majeure event of this kind occurs and during this period of time as such a force majeure event of this kind occurs and during this period of time as such a force majeure event of this kind occurs and during this period of time as such as force majeure event of this kind occurs and during this period of time as such as force majeure event of this kind occurs and during this period of time as such as force majeure event of this kind occurs and during this period of time as such as force majeure event of this kind occurs and during this period occurs and
rights of CELEBRITY or ABG below. 12. Miscellaneous. A. Severability. If a duration or provision will be eliminated to the minimum extent necessary, and (ii) that provision will be reformed and rewritten to most closely reflect the intent of
ABG and PAPA JOHN'S, so that this Agreement will otherwise remain in force and enforceable. B. Full agreement constitutes the full understanding between ABG, CELEBRITY and PAPA JOHN'S with respect to the subject in this case, and can only be amended by a written agreement or amendment, signed by all parties. C.
Governing law. This agreement must be governed and interpreted in accordance with the laws of the State of Delaware, regardless of its principles of conflict of law. D. Waiver. The failure at any time of one party to require the strict performance of another part of any of the conditions set out in the draft Agreement will not be construed as a waiver or
continued abandonment of the agreement, and any party may, at any time, require strict and complete enforcement does not constitute and should not be construed as constituting a joint venture between PAPA JOHN'S and ABG or CELEBRITY. Neither party has
the right to compel or bind the other party in any way and nothing contained in the above must give, or is intended to give, rights of any kind to a third party. F. Notices, samples, complaints, certificates, requests and other communications (other than payments) desired or required below will be made in writing and will be deemed to have
been duly given if they are delivered to the party's address by hand, or by other means of express messaging service, addressed as follows: TO PAPA JOHN's Houlevard Louisville, Kentucky 40299 With an electronic copy at: Caroline_Oyler@papajohns.com To ABG: (i)
If to ABG for questions about submitting Approval requests: c/o Authentic Brands Group, LLC 1411 Broadway, 4th Floor New York, NY 10018 Attention: Approvals@abg-nyc.com; and Mbergson@abg-nyc.com facsimile number: (212) 760-2419 (ii) If to ABG
for any other reason: c/o Authentic Brands Group, LLC 1411 Broadway, 4th Floor New York, NY 10018 Attention: Legal Department With an electronic copy at: legaldept@abg-nyc.com Facsimile Number: (212) 760-2419 G. Cumulative Rights. Unless expressly stated in the above, all rights and remedies conferred or reserved by the Parties under this
Agreement are cumulative and simultaneous and are in addition to all other rights and remedies available to these Parties in law or equity or otherwise, including, without limitation, temporary and/or permanent injunctive remedies available to these Parties in law or equity or otherwise, including, without limitation, temporary and/or permanent injunctive remedies. These rights and remedies are not intended to be exclusive to other rights or remedies, and the exercise by either party of any
right or remedy in this case is without prejudice to the exercise of another right or remedy by that party provided for in this case or available in law or equity. H. Fair recovery. PAPA JOHN'S recognizes that any violation by PAPA JOHN'S will cause ABG irreparable harm for which there is no adequate legal remedy, and in the event of such a violation, ABG
will be entitled, in addition to other available remedies, to an injunction or other fair remedy, including, without limitation, an interim remedy or injunction or other available remedies, to an injunction or other fair remedy, including, without limitation, an interim remedy or injunction or other available remedies, to an injunction or other fair remedy, including, without limitation, an interim remedy or injunction, before any court with applicable jurisdiction, to protect or enforce its rights. I. All articles and other obligations under the provisions of the draft agreement which, by their duration or involvement, have a
continuous effect, will survive any expiry or termination of this agreement. J. Homologues. This agreement can be carried out in several considerations, each of which is consideration. Each of the Parties electronic
signature that indicates that a party is implementing the agreement be effective as an original signature and can be used in place of the original for any purpose. [Signature Page follows] IN TEMOIGNAGE WHERE, the parties in this case duly executed this agreement as of the date above written. Papa John's Marketing Fund, Inc. ABG-Shaq, LLC Date:
UNIT AGREEMENT Papa John's International, Inc., a Delaware corporation (the Company), herely grants restricted units) for the company's common shares, face value of $0.01 (the share), to the beneficiary named below, subject to the acquisition and other conditions set out below and in the attachment. Other terms of the grant are
set out in this cover sheet and attachment (collectively, the agreement) and in the Corporation's 2018 Omnibus Incentive Plan (as amended from time to time, the Plan). Grant Date: June 12, 2019 Recipient Name: Shaquille O'Neal Number of Restricted Share Units: 87,136 Purchase Price per Share: Nominal Value per Share Start Date: March 15, 2019
Acquisition Schedule: 3-Year Quality Vest, Unless Otherwise Stated a one-year anniversary of the grant date [27,012] Two-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the start date of the acquisition [28,755] Three-year anniversary of the acquisition [28,755] Three-year ann
that any provision of that agreement appears to be inconsistent with the Plan. Certain capitalized terms used in this agreement that are not defined in this agreement appears to be inconsistent with the Plan. Certain capitalized terms used in this agreement that are not defined in this agreement that are not defined in the Plan and have the meaning set out in the Plan. Attachment This is not a stock certificate or a tradable instrument. PAPA JOHN'S INTERNATIONAL, INC. 2018 OMNIBUS
INCITATION PLAN RESTRICTED STOCK UNIT AGREEMENT Restricted Stock Units This agreement reflects the allocation of restricted share shares in the purchase price is deemed to be paid by your Service to the Company under the approval agreement
(as defined below). Restrictions on the transfer of shares restricted to restricted to restricted or not, cannot be sold, assigned, transferred, promised, presumed or otherwise congested, whether by law enforcement or otherwise, Restricted stock shares may also not be subject to execution, attachment or similar process; provided, however, that
the Company recognizes, accepts, represents and justifies that the execution, exchange and execution of the letter of instruction attached to Schedule A A reference in this case, is permitted by this case and does not violate (and must not) violate any of the terms of the Plan. Acquisition The Company will issue your restricted stock shares in the name stated
on the cover sheet. Your right to stock under this restricted unit contract is in accordance with the schedule indicated on the hedging sheet, subject to the terms of the approval agreement and, if applicable, this restricted share unit agreement. You cannot acquire more than the number of restricted share units covered by this grant. Confiscation of untitled
shares Unless it is included in the approval agreement and this agreement, in the event that your service to the Company under the approval agreement terminates for any reason, you will lose to the Company all restricted shares subject to this subsidy that have not yet been acquired or to which all applicable restrictions and conditions have not expired. You
will be deemed to be in service for the purposes of this agreement if the approval agreement if the approval agreement if the approval agreement was concluded and concluded and concluded and concluded and personal services of the recipient and, on
the other hand, the Papa John's Marketing Fund, Inc. and the Company (the approval agreement) are terminated for any of the reasons stated in Section 7.A. of the approval agreement, you have the right to immediately acquire a share in proportion to the respective number of restricted share units for the current contract year, as defined and set out in the
approval agreement, determined by multiplying the number of shares restricted for that contractual year by a fraction, the number of days in that contract year. , and these restricted units of shares must be acquired immediately on the effective date of termination. If the
approval agreement is terminated for any of the section 7 reasons.B. of the approval agreement, you are then entitled to immediately acquire all restriction, any balance of undated restricted shares that were to be acquired on the
effective date of termination)., in addition to all restricted shares that would have been acquired over the next 18 months, but for termination from the effective date of that termination the balance of the restricted shares is immediately acquired from the date
of the termination of employment. Delivery The shares underlying your equity Share units are acquired in accordance with the acquisition schedule indicated on the hedging sheet, or (ii) the date of termination of the approval agreement
resulting in an acceleration of the acquisition of the acquisition of all or part of your restricted share shares attested by the proposed agreement must be demonstrated in such a way that the Company, at its discretion, deems appropriate, including, without restriction, the entry of books,
the registration or issuance of one or more certificates of shares. You will no longer have rights to a restricted unit of shares once the share of the Shares once the share of the Shares of the Shares once the shares of the S
for units of restricted shares not acquired unless a certificate for shares of acquired restricted shares has been issued to you (or an appropriate book entry has been made). Adjustments In the event of stock splitting, stock dividends or a similar change in the Company's stock, the number of shares covered by this subsidy is adjusted in
accordance with the Plan. Your restricted share units are subject to the terms of the merger, liquidation or reorganization agreement will be interpreted and enforced under Delaware state laws, other than any conflict or rule or rule
of law that might otherwise refer the construction or interpretation of that agreement to the substantive right of another jurisdiction. The Plan The text of the Plan is incorporated into this agreement by reference. This agreement to the substantive right of another jurisdiction. The Plan The text of the Plan is incorporated into this agreement by reference. This agreement to the substantive right of another jurisdiction. The Plan The text of the Plan is incorporated into this agreement by reference.
previous agreements, commitments or negotiations on this grant are being replaced. Data Privacy In order to administer the Plan, the Company may process personal data about you. This data includes, but is not limited to, the information provided under this agreement and any changes in this regard, other appropriate personal and financial information
about you, such as home home business addresses and addresses and addresses and other contact information, payroll information to facilitate the administration of the Plan. By accepting this grant, you explicitly consent to the personal data only for such purposes. You also explicitly consent to
the Company transferring this personal data outside the country where you work or are employed solely for Purposes. Code Article 409A. To the extent that the Corporation determines that you would be subject to the additional 20% tax imposed on certain
deferred compensation plans that are not eligible under section 409A as a result of any provision in that agreement, this provision is deemed to be amended to the minimum necessary to avoid the application of this additional tax. The nature of such a change is determined by the Company. For the purposes of this award, termination of service occurs only as
a result of an event that would be a separation of service within the meaning of section 409A. Despite everything contrary to this agreement or the scheme, to the extent required to avoid tax and accelerated penalties under the Agreement during the six-
 month period immediately following your termination of service will instead be paid on the first pay date after the six-month anniversary of your termination of service (or death, if any). Consent to Electronic Delivery The Company may choose to provide certain legislative documents relating to the Plan in electronic form. By accepting this grant, you agree that
the Company can provide you with the Plan prospectus and the Company's annual report in electronic form. If, at any time, you prefer to receive paper copies of these documents, as you are entitled to, the Corporation would be happy to provide copies. Please contact the Advocate General at (888) 442-7272 to request paper copies of these documents. By
accepting this agreement, you accept all the terms described above and in the Plan. Accepted and agreed: /s/ Shaguille O'Neal Schedule A SHAQUILLE O'Neal Schedule A SHAQU
Corporate Secretary Dear Ms. Passafiume: In accordance with the approval agreement, dated March 15, 2019 (the Approval Agreement), by and among others, ABG-Shaq, LLC (ABG-Shaq) for my personal services, and, on the other hand, Papa John's Marketing Fund, Inc. (PJI), I received 87,136 restricted share units
(the URRs) from PJI on June 12, 2019 (the subsidy date). Unless it is expressly included in the approval agreement (p. e.g., under Section 7.E. of the Approval Agreement), under the June 12, 2019, restricted unit agreement), under the June 12, 2019, restricted unit agreement).
shares of PJI, according to the following acquisition schedule (each of these maturities, a date of acquisition): 31% (27,012) of IRAs will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the first anniversary of the grant date; 33% (28,755) of will be acquired on the grant date; 33% (28,755) of will be acquired on the grant date; 33% (28,755) of will be acquired on the grant date; 33% (28,755) of will be acquired on the grant date; 33% (28,755) of will be acquired on the grant date; 33% (28,755) of will be acquired on the grant date
agent of ABG-Shaq and have no rights to the ERRs or common shares insued at the time of the acquisition of the IRAs on each acquisition date applicable to ABG-Shaq. You have the right to provide this irrevocable letter of
instruction to the PJI transfer agent to facilitate the delivery of common shares to ABG-Shaq. The transfer agent can rely on the instructions set out in this letter. Very sincerely yours, Shaquille O'Neal Exhibit B Incentive Letter Papa John's Marketing Fund, Inc. Papa John's International, Inc. Date: March 15, 2019 Reference is made to this
approval agreement (Agreement) of a specific date by and between ABG-Shaq, LLC (ABG) for the personal services of Shaquille O'Neal (CELEBRITY) and Papa John's International, Inc. (PJI) (PJMF and PJI are, individually and collectively, PAPA JOHN'S). In light of PAPA JOHN's
conclusion of the Agreement with ABG, and in order to induce your implementation herethly, I herebly confirm that I have read the Agreement and that I agree to fulfill all obligations and commitments required of me and to comply with the restrictions contained in it as they apply to me. I confirm that ABG is authorized by me to contract my services under the
Agreement, and I recognize and agree that I will only turn to ABG for any compensation payable to me for these services under the Agreement. Very really, Shaquille O'Neal /s/ Shaquille O'Neal 33 33
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