



Domino's Pizza Enterprises Limited
1/485 Kingsford Smith Drive
Hamilton, QLD, Australia 4007
ACN: 010 489 326
www.dominos.com.au

23 August 2023

ASX announcement

Dividend Reinvestment Plan

Domino's Pizza Enterprises Limited (ASX:DMP) (the **Company**) is pleased to announce that it is reactivating its Dividend Reinvestment Plan (**DRP**) for eligible shareholders residing in Australia or New Zealand.

The DRP will operate for the Company's final FY23 dividend of 42.6 cents per share which is payable on 28 September 2023. Shares will be issued under the DRP for the final FY23 dividend at a 1.0% discount to the average of the daily volume weighted average price for the Company's shares over the 10 trading day period commencing on 31 August 2023.

The DRP will apply to future dividends until the Company's directors determine otherwise.

Underwriting

The DRP for the FY23 final dividend will be fully underwritten by Morgan Stanley. In accordance with Listing Rule 3.10.9, a summary of the terms of the underwriting agreement with Morgan Stanley is set out in the Schedule to this announcement.

DRP Rules

In accordance with Listing Rule 3.10.8, a copy of the DRP Rules is **attached** to this announcement. The DRP Rules have been updated and replaces the rules of the previous DRP that was suspended in 2009 (**Previous DRP**).

Key features of the DRP are:

- **(Dividend Reinvestment)** the DRP provides eligible shareholders the choice of reinvesting some or all of their dividends in shares rather than receiving those dividends in cash.
- **(Participation)** participation in the DRP is optional.
- **(Eligibility)** participation is open to shareholders with registered addresses in Australia or New Zealand.
- **(Participation level)** eligible shareholders may apply the DRP to part or all of their total shareholding and there is no minimum or maximum limit on the number of shares that may participate.
- **(Future participation)** once an eligible shareholder elects to participate in the DRP, that election will continue to apply for future dividend payments unless the eligible shareholder advises otherwise in accordance with the DRP Rules or the DRP is terminated by the Board in its absolute discretion.
- **(Changing participation)** eligible shareholders may vary their participation in, or withdraw from, the DRP at any time, subject to adequate notice being given in accordance with the DRP Rules.

The Company recommends that shareholders seek financial advice and read the DRP Rules in full before deciding whether to participate.

How to participate

All eligible shareholders will need to make an election by 5.00pm AEST on Wednesday, 30 August 2023 in order to participate in the DRP for the final FY23 dividend. Elections made under the Previous DRP will not count as an election under the DRP.

An election can be made online at <https://investorcentre.linkgroup.com/>. Alternatively, eligible shareholders can request a paper DRP participation notice from Link at:

registrars@linkmarketservices.com.au

1300 554 474
Locked Bag A14
Sydney South NSW 1235



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Key Dates

A summary of key dates is set out below.

Event	Date
Dividend announcement	Wednesday, 23 August 2023
Ex date	Monday, 28 August 2023
Dividend Record Date	Tuesday, 29 August 2023
Last day to participate in DRP	Wednesday, 30 August 2023
First day of pricing period	Thursday, 31 August 2023
Last day of pricing period	Wednesday, 13 September 2023
Dividend payment date / Share issue date	Thursday, 28 September 2023

This announcement has been authorised for release by the Board of Directors.

Craig Ryan

Company Secretary

ENDS

For further information, contact Nathan Scholz, Group Chief Corporate Affairs Officer, at investor.relations@dominos.com.au.

Domino's Pizza Enterprises Limited (DMP) is Domino's largest franchisee outside of the USA. It holds the master franchise rights to the Domino's brand and network in Australia, New Zealand, Belgium, France, The Netherlands, Japan, Germany, Luxembourg, Taiwan, Malaysia, Singapore and Cambodia. Today, DMP has a network of ~3,800 stores. For more information, visit www.dominosinvestors.com.au

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Schedule

Underwriter	Morgan Stanley Australia Securities Limited
Extent of underwriting	Fully underwritten
Fees payable to the Underwriter	N/A Morgan Stanley will be issued the shortfall shares at the underwritten price
Summary of significant events that could lead to the underwriting agreement being terminated	<p>The Company may terminate the underwriting agreement:</p> <ul style="list-style-type: none"> at any time prior to 5:00pm on the business day immediately prior to the commencement of the pricing period; or at any time up until 8:00am on the business day before the share issue date (Settlement Date) if: <ul style="list-style-type: none"> it comes into actual possession of disclosable information (or forms the view, acting bona fide, that it will be in possession of disclosable information at the time it will be obliged to provide a cleansing notice); and the Company, acting reasonably, is either unable or unwilling to give the cleansing notice to the ASX as required under the underwriting agreement, because it is and intends to continue to rely on an exception to disclosure of the disclosable information under the ASX Listing Rules that prevents the cleansing notice from being given. <p>Events that could trigger a right for the Underwriter to terminate the underwriting agreement include:</p> <ul style="list-style-type: none"> the Company fails to give the ASX a cleansing notice at the time required under the underwriting agreement or, in the Underwriter's reasonable opinion, the Company is otherwise required to issue a disclosure document under Part 6D of the Corporations Act 2001 (Cth) (Corporations Act) to allow the shortfall shares to be freely on-sold by the subscriber within 12 months of issue without restriction; the issue of the shortfall shares will result in a breach of ASX Listing Rule 7.1 or the constitution of the Company or any obligation binding on the Company; a certificate required under the underwriting agreement is not furnished by the Company when required under the underwriting agreement; the Company varies in any material respect, suspends, terminates or withdraws the DRP otherwise than in accordance with the underwriting agreement or with the prior written consent of the Underwriter; there is an application to a governmental authority for an order, declaration or other remedy, or a governmental authority commences any investigation or hearing or announces its intention to do so, in each case in connection with the DRP (or any part of it) or any agreement entered into in respect of the DRP (or any part of it) which, in the Underwriter's reasonable opinion, has reasonable prospects of success; proceedings are commenced or there is a public announcement of an intention to commence proceedings before a court or tribunal of competent jurisdiction in Australia seeking an injunction or other order in relation to the DRP, which in the Underwriter's reasonable opinion, has reasonable prospects of success;

- ASIC makes an application or threatens to make an application for an order under Part 9.5 of the Corporations Act in relation to the DRP, and any such application (or threat) becomes public or is not withdrawn within 2 business days after it is made or where it is made less than 2 business days before the Settlement Date it has not been withdrawn before the Settlement Date;
- ASIC commences, or gives notice of its intention to commence, any investigation or hearing under Part 3 of the *Australian Securities and Investments Commission Act 2001* (Cth) in relation to the DRP and any such investigation or hearing (or intention) becomes public or is not withdrawn within 2 business days after it is commenced or where it is commenced less than 2 business days before the Settlement Date it has not been withdrawn before the Settlement Date;
- ASIC otherwise issues or threatens to issue proceedings in relation to the DRP or the Company or commences any formal investigation or inquiry into the DRP or the Company and such issue, threat or commencement becomes public or is not withdrawn within 2 business days after it is made or where it is made less than 2 business days before the Settlement Date it has not been withdrawn before the Settlement Date;
- ASX does not, or states that it will not, grant official quotation of all the DRP shares on an unconditional basis (or on a conditional basis provided such condition would not, in the opinion of the Underwriter, have a material adverse effect on the DRP by the Settlement Date);
- a director or senior manager of the Company is charged with an indictable offence;
- any regulatory body commences any public action against a director of the Company in his or her capacity as such or announces that it intends to take any such action;
- any director of the Company is disqualified from managing a corporation under the Corporations Act;
- any event specified in the timetable is delayed by the Company for more than 1 business day without the prior written consent of the Underwriter;
- the Company alters its capital structure (other than as contemplated by the underwriting agreement or the DRP) without the prior written consent of the Underwriter;
- the Company or any other member of the group breaches, or defaults under, any provision, undertaking, covenant or ratio of a debt or financing arrangement or any related documentation to which that entity is a party which has an adverse effect on the group;
- an event of default or event which gives a lender or financier the right to accelerate or require repayment of the debt or financing, or other similar event occurs under or in respect to any such debt or financing arrangement or related documentation which has an adverse effect on the group;
- the Company or any of its directors or officers (as that term is defined in the Corporations Act) engage in any fraudulent conduct or activity whether or not in connection with the DRP;
- there is an event, occurrence or non-occurrence, or development of an existing event, occurrence or non-occurrence, which makes it illegal or, in the case of an event, occurrence or non-occurrence that makes it illegal for the Underwriter to satisfy a material obligation under the underwriting agreement;
- the Company withdraws or terminates the DRP or any part of it;
- a change to the board of directors, the group chief executive officer or chief financial officer of the Company;

- the ASX makes any statement to the Company or the Underwriter that approval is refused or not granted (other than subject to customary conditions which are acceptable to the underwriter, acting reasonably) to the quotation of all the shares to be issued under the DRP on the ASX on the share issue date or the shares are otherwise suspended from quotation by the ASX or are placed in a trading halt (other than at the request of the Company with the consent of the underwriter or the ASX makes any statement to the Company or the Underwriter that the Company will be removed from the official list of the ASX;
- any group company is, or becomes, insolvent;
- *the Company is in breach of any terms and conditions of the underwriting agreement or any representation or warranty by the Company is or becomes incorrect, untrue or misleading;
- *there is an omission from or misstatement relating to any other information supplied by or on behalf of the Company to the Underwriter;
- *there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any State or Territory of Australia a new law, or the Reserve Bank of Australia, or any Commonwealth or State or Territory authority, adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced prior to the date of the underwriting agreement);
- *a contravention by the Company of the Corporations Act, its constitution, any of the ASX Listing Rules or any other applicable law or regulation (as amended or varied);
- *any aspect of the DRP does not comply with the Corporations Act or the ASX Listing Rules;
- *any certificate which is required to be provided by the Company under the underwriting agreement is untrue or incorrect;
- *there is an adverse change, or an event occurs which is likely to give rise to an adverse change, in the financial position, results, condition, operations or prospects of the group other than as disclosed by the Company to the ASX before the date of the underwriting agreement;
- *trading in all securities quoted or listed on ASX, the London Stock Exchange, the Hong Kong Stock Exchange, NASDAQ or the New York Stock Exchange is suspended or limited in a material respect for one day on which the exchange is open for trading (**Trading Day**) or substantially all of one Trading Day;
- *any adverse change or disruption to the existing financial markets, political or economic conditions of Australia, New Zealand, the People's Republic of China, Hong Kong, Japan, Singapore, a member state of the European Union, the United States or the United Kingdom or the international financial markets or any change in national or international political, financial or economic conditions;
- *a general moratorium on commercial banking activities in Australia, New Zealand, the People's Republic of China, Hong Kong, Japan, Singapore, a member state of the European Union, the United States or the United Kingdom is declared by the relevant central banking authority in any of those countries, or a material disruption in commercial banking or security settlement or clearance services in any of those countries;

- *hostilities not presently existing commence (whether war has been declared or not) or a major escalation in existing hostilities occurs (whether war has been declared or not) or a major terrorist act is perpetrated involving any one or more of Australia, New Zealand, the United States of America, Japan, Hong Kong, the People's Republic of China, any member state of the European Union, the Democratic People's Republic of Korea, Russia or the United Kingdom or a national emergency is declared by any of those countries, or a significant terrorist act is perpetrated anywhere in the world;
- *information which has been disclosed prior to the date of the underwriting agreement by the Company to ASX, or otherwise made publicly available by the Company in its most recent annual report, half-year report or subsequent public information releases includes a statement which is or becomes misleading or deceptive or likely to mislead or deceive; or
- *a scheme of arrangement or reconstruction is announced by the Company, or another offer to security holders is announced by another person, which, if implemented, may result in a person and their associates acquiring a beneficial interest in, or voting power of, 50% or more of the interests in the Company.

In respect of the events set out above and marked with an asterisk (*) only, the underwriter may not terminate the underwriting agreement unless it has reasonable grounds to believe that such event, matter or circumstance has or is likely to have a material adverse effect on the financial position or prospects of the group or the outcome or success of the DRP (or any part of it) or the market price of, or ability to settle the DRP of, any of the shortfall shares, or could give rise to a contravention by the underwriter (or one of its affiliates) of (or the involvement of the underwriter in a contravention of) or liability of the underwriter (or one of its affiliates) under the Corporations Act or any other applicable law.

Domino's Pizza Enterprises Limited
Dividend Reinvestment Plan
Adopted by a resolution of the Board on 23 August 2023

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1 The Plan

- 1.1 This plan is to be known as the Domino's Pizza Dividend Reinvestment Plan.
- 1.2 Under the DRP, Shareholders may elect to increase their shareholding in the Company by reinvesting all or part of their Dividends in additional Shares.
- 1.3 The DRP will commence on a date determined by the Board and notified to the Shareholders.

2 Eligibility

- 2.1 Subject to clause 2.2, any Shareholder at the relevant Record Date is eligible to participate in the DRP if their address in the Register at the relevant Record Date is in Australia or New Zealand or is in a jurisdiction in which the Board is satisfied that the offer or the issue or transfer of Shares under the DRP is lawful and practicable (**Eligible Shareholder**).
- 2.2 The Board may in its absolute discretion determine that the right to participate in the DRP is not available to a Shareholder:
 - (a) who has a registered address or is a resident in a country or place where, in the absence of a disclosure document, registration statement or other prerequisite, the offer of a right of election or participation would or might be unlawful or impracticable;
 - (b) if their holding as at the relevant Record Date is less than a Marketable Parcel; or
 - (c) if such a determination would be in the best interests of the Company.
- 2.3 Determinations by the Board for the purposes of this clause 2 may be made in respect of classes of Shareholder in its discretion, and a determination that participation is impracticable may be made if participation (or investigation of the lawfulness or practicability of participation) would in the Board's view require compliance with conditions that would be unacceptable, unduly onerous or involve administrative complexity.
- 2.4 The Board is entitled to make a final determination as to whether or not any particular Shareholder is an Eligible Shareholder for the purposes of these Terms, and to change any such determination, as and when it sees fit. In making this determination, the Board may consider, among other things, whether such participation would or may be impracticable, impossible or illegal and any actual or anticipated inconvenience or expense in allowing, or investigating the possibility of allowing, such participation.
- 2.5 The Board has the discretion to refuse to accept any person's Shares for participation in the DRP and to suspend or withdraw any person's Shares from participation (including declining to allocate, issue or transfer or reducing the allocation, issue or transfer of Shares under the DRP to a Participant) if the Board considers that the participation of those Shares might:
 - (a) breach any law including the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the Listing Rules or the Constitution; or
 - (b) prejudice the effective operation of the DRP; or
 - (c) be undesirable or impractical.
- 2.6 It is the responsibility of each Shareholder to confirm their eligibility to participate in the DRP and to obtain any necessary approvals to enable that Shareholder to participate in the DRP. In administering the DRP, Company and the Board may rely on representations or warranties by Shareholders as to matters affecting their eligibility to participate.

3 Multiple and joint holdings

3.1 Multiple holdings

- (a) Where an Eligible Shareholder has more than one holding of Shares:
- (i) each holding will be treated as separate for the purposes of the DRP and a separate Participation Notice must be lodged with respect to each separate holding that is to participate; and
 - (ii) these Terms will apply as if each such holding were held by a separate Participant,
- unless the Board determines otherwise.
- (b) Without limiting clause 3.1(a), the Board is entitled (but not obliged) to refuse to allow an Eligible Shareholder to participate in the DRP where that Shareholder has, in the opinion of the Board, split a shareholding or acquired Shares as part of such a split, in order to increase the number of Shares that may be acquired by that Shareholder or another person under the DRP.

3.2 Joint holdings

Unless the Board determines otherwise, if Shares are jointly held by two or more Eligible Shareholders, all joint holders of such Shares must sign a single Application Form or Variation Form for it to be valid. If one or more of the joint holders of the Shares is not an Eligible Shareholder, none of the joint holders can apply to participate in the DRP with respect to the Shares jointly held.

4 Participation

- 4.1 Participation in the DRP is:
- (a) optional;
 - (b) is not transferrable;
 - (c) may be varied or terminated at any time in accordance with clause 10.1; and
 - (d) is subject to the Terms, all applicable law, the Listing Rules and the Constitution.
- 4.2 If a Shareholder wishes to participate in the DRP or vary the Shareholder's participation in ways permitted by these Terms, the Shareholder must complete an Application Form or Variation Form. An Application or Variation Form must be completed for each holding of Shares.
- 4.3 The Board may in its absolute discretion, refuse or accept an Application or Variation and suspend or withdraw Shares from participation.
- 4.4 Upon receipt by the Company of a duly completed and executed Application Form or Variation Form, participation will commence from:
- (a) if the form is received by 5.00pm on the Business Day after the Record Date for a Dividend, that Record Date; or
 - (b) otherwise, the next Record Date,
- and will continue until:
- (c) the Participant lodges a Variation Form in accordance with these Terms or otherwise terminates participation in the DRP pursuant to these Terms;

- (d) the DRP is terminated; or
- (e) the Participant ceases to be an Eligible Shareholder. The Application Notice or Variation Form will become effective again if and at such time as the Shareholder recommences being an Eligible Shareholder.

5 Level of Participation

5.1 Full or partial

- (a) A Shareholder may specify in an Application Form or Variation Form that they elect either:
 - (i) full participation; or
 - (ii) partial participation and specify the number of Shares which the Shareholder wishes to participate in the DRP.
- (b) If an Application Form or Variation Form is received by the Company does not indicate the level participation in the DRP, it will be deemed to be an application for full participation in the DRP.
- (c) An Application Form or Variation Form will be deemed to specify full participation if:
 - (i) It does not specify the number of Shares which the Shareholder wishes to participate in the DRP; or
 - (ii) the number of Shares specified is greater than the number of Shares held by the Shareholder.

5.2 Full participation

Under full participation, all Shares registered in the Participant's name from time to time, including Shares issued or acquired pursuant to the DRP, will be subject to the DRP.

5.3 Partial participation

Under partial participation, subject to clause 5.1(b), only those Shares which the Shareholder properly specifies as participating in the DRP will be subject to the DRP and all Shares subsequently acquired by the Shareholder, whether under the DRP or otherwise, will only participate in the DRP to the extent that the Shareholder alters the number of Participating Shares in accordance with clause 9.

5.4 Effect of applying to participate

By applying to participate in the DRP, the Shareholder:

- (a) warrants to the Company that it is an Eligible Shareholder;
- (b) authorises the Company (and its officers or agents) to correct any error in, or omission from, any Application Form and Variation Form that it submits;
- (c) acknowledges that the Company may at any time irrevocably determine that the Shareholder's Application Form or Variation Form is valid, in accordance with these Terms, even if the Application Form or Variation Form is incomplete, contains errors or is otherwise defective;
- (d) acknowledges that the Company may reject any Application Form or Variation Form;
- (e) consents to the establishment of a DRP account on its behalf pursuant to clause 7.4;
- (f) consents to any residual positive balance produced by the calculation in clause 7.4 remaining in its DRP account rather than being paid;

- (g) agrees to the appointment of a trustee or nominee (including a broker or the Share Registry) nominated by the Company as the Participant's agent to acquire Shares, where the Company decides to allocate Shares to the Participants by transferring existing Shares in accordance these Terms;
- (h) consents to the donation of any residual positive balance in its DRP account to one or more registered charities, in the circumstances set out in clause 7.5(b)(ii);
- (i) acknowledges that the Company may arrange for the DRP to be fully or partially underwritten in respect of any one or more Dividends;
- (j) acknowledges that the Company has not provided the applicant with investment advice or financial product advice concerning its decision to apply to participate in the DRP and that it has no obligation to provide this advice; and
- (k) unconditionally agrees to these Terms and agrees not to do any act or thing that would be contrary to the spirit, intention or purpose of the DRP,

in each case, at all times until termination of the DRP or of the Participant's participation in the DRP.

6 Minimum Participating Holding and Maximum Participating Holding

6.1 Minimum Participating Holding

- (a) The Board may determine a minimum permitted number of Participating Shares per Participant (whether in respect of a particular Dividend or Dividends generally) from time to time by announcement to the ASX (**Minimum Participating Holding**).
- (b) To the extent that the number of Participating Shares for a Participant is less than a prevailing Minimum Participating Holding (including by an election of Full Participation where the number of Participating Shares would otherwise be less than that limit), for so long as that limit applies:
 - (i) the number of Participating Shares for that Participant is deemed to be zero; and
 - (ii) on each Record Date, any Participating Shares less than that limit (including an election of Full Participation where the number of Participating Shares would otherwise be less than that limit) are deemed not to be Participating Shares, and any Dividend payable in respect of them be paid by the Company in accordance with its usual arrangements for the payment of Dividends.

6.2 Maximum Participation Holdings

- (a) The Board may determine a maximum permitted number of Participating Shares per Participant (whether in respect of a particular Dividend or Dividends generally) from time to time by announcement to the ASX (**Maximum Participating Holding**).

- (b) To the extent that the number of the Participating Shares for a Participant is in excess of the prevailing Maximum Participating Holding (including by an election of Full Participation where the number of Participating Shares would otherwise exceed that limit), for so long as that limit applies:
- (i) the number of Participating Shares for that Participant is deemed to be that limit; and
 - (ii) on each Record Date, any Participating Shares in excess of that limit (including an election of Full Participation where the number of Participating Shares would otherwise exceed that limit) are deemed not to be Participating Shares, and any Dividend payable in respect of them will be paid by the Company in accordance with its usual arrangements for the payment of Dividends.

7 Operation of the DRP

7.1 General

Subject to this clause 6, each Dividend (less Withholdings, if any) available for payment to a Participant in respect of Participating Shares will be applied by the Company on the Participant's behalf to subscribe for or acquire additional Shares at the Price.

7.2 Charge or lien

Any Dividend, payable on Participating Shares, that the Company is entitled to retain as a result of a charge or lien in favour of the Company in accordance with the Constitution, or other requirement of law, is not available for the purpose of participating in the DRP.

7.3 Issue or transfer of Shares

- (a) The Board in its absolute discretion may, in respect of any given Dividend, either issue new Shares or cause a broker to arrange for the purchase and transfer of existing Shares to a Participant or to apply a combination of both options, to satisfy the obligations of the Company under these Terms.
- (b) If the Board determines to cause the purchase and transfer of Shares to Participants, the Shares may be acquired through a broker in the market in such manner as the Board considers appropriate.

7.4 Operation

The Company will establish and maintain a DRP account for each Participant. The Company will, in respect of each Dividend payable to a Participant:

- (a) determine the amount of the Dividend payable (less Withholdings, if applicable) in respect of that Participant's Participating Shares (**Dividend Payment**);
- (b) credit the amount of the Dividend Payment to the Participant's DRP account which will constitute full payment of the Dividend on the Participant's Participating Shares;
- (c) determine the maximum whole number of additional Shares which may be acquired under the DRP at the Price (**Allocated Shares**), by dividing the amount in the Participant's DRP account (including any amount previously retained and carried forward) by the Price and rounding that number down to the nearest whole number of Shares;
- (d) on behalf and in the name of the Participant, subscribe for or purchase that number of Allocated Shares and debit the Participant's DRP account with the total of the Price for the Allocated Shares; and

- (e) subject to clause 7.5, retain and carry forward any cash balance in the Participant's DRP account, without interest.

Except as set out in these Terms, as required by law or as determined by the Board, neither a Participant's DRP account nor any amount credited to it is transferrable.

7.5 Residual Balance

- (a) Subject to clause 7.5(b), a residual balance in a Participant's DRP account will remain in the Participant's DRP account (without accruing interest) until the next Dividend Payment Date, when it will be aggregated with any further Dividend Payment credited to the DRP account.
- (b) Unless otherwise determined by the Board, where the DRP is terminated by the Company pursuant to these Terms, the Board determines that the DRP will not apply to a particular Dividend or a Participant ceases to participate in the DRP for any reason, any residual balance in the Participant's DRP account will remain in the Participant's DRP account until such date as determined by the Board, when:
 - (i) if the residual balance is in excess of \$10, it will be paid to the Participant in the manner and on the terms determined by the Board; or
 - (ii) if the residual balance is \$10 or less, the Participant will be taken to have directed the Company to donate that residual balance on behalf of the Participant to one or more registered charities, nominated by the Board from time to time. Participants will not be issued with a receipt in connection with any donation made under this clause 7.5(b)(ii).

7.6 Issue or Transfer Price

- (a) The Price at which each Share is issued or transferred under this DRP will be the Market Price of a Share less the Discount (if any) rounded down to the nearest cent.
- (b) In this DRP, **Market Price** means the arithmetic average of the daily volume weighted average market price (rounded to the nearest cent) of all Shares sold on ASX automated trading system or such other exchange approved by the Board during the Pricing Period.
- (c) The Market Price will be calculated by the Board or another suitable person nominated by the Board, by reference to information the Board approves for the purpose from time to time. The determination by the Board or its nominee of the Market Price will be binding on all Participants.
- (d) The Discount (if any) may be different from one Dividend to the next, and either may be determined or varied by announcement to the ASX at any time.

7.7 Costs

Brokerage, commission and other transaction costs (including stamp duty) are not payable by the Participants in respect of any Shares issued or transferred under the DRP.

7.8 Non-operation

The DRP will not operate in relation to a Dividend to the extent that the allotment or issue of Shares under the DRP would result in the breach any applicable law, the Listing Rules or the Constitution. If and to the extent that the DRP does not operate, the relevant Dividend on Participating Shares must instead be distributed (less Withholdings, if any) in cash to Participants in the same way as to Shareholders not participating in the DRP.

7.9 Issue of shares

Shares issued under the DRP will from the date of issue rank equally with existing Shares and must be issued in accordance with the Listing Rules.

7.10 Underwriting

The Board may, in its absolute discretion, choose to partially or fully underwrite the DRP in respect of any Dividend with one or more underwriters.

8 Plan Statement

As soon as practicable after each Dividend Payment Date, the Company will send to each Participant a statement detailing:

- (a) the number of the Participant's Participating Shares at the relevant Record Date;
- (b) the total amount of the Dividend Payment payable on the Participating Shares;
- (c) if applicable, the amount of the Withholdings on the Participating Shares;
- (d) the number of Shares issued or transferred to the Participant under the DRP and the Price and date of issue or transfer of those Shares;
- (e) the remainder of the Dividend Payment on the Participant's Participating Shares not applied towards Shares under the DRP (if any) and retained in the Participant's DRP account;
- (f) subject to any share transactions in the intervening period, the total number of Participating Shares of the Participant after the application of the Dividend; and
- (g) any other information as required by law to be included in a statement or as determined by the Board from time to time.

9 Changes to Participation

9.1 Variation Form

- (a) A Participant may at any time, give a Variation Form to the Company:
 - (i) terminating the Participant's participation in the DRP; or
 - (ii) subject to these Terms, increasing or decreasing the number of the Participant's Participating Shares.
- (b) A Variation Form received by the Company to vary the level of participation or to terminate participation in the DRP takes effect from the first Record Date to occur following receipt of the Variation Form by the Company.
- (c) By submitting a Variation Form terminating the Participant's participation in the DRP, the Participant authorises the Company to dispose of any residual balance in the Participant's DRP account pursuant to clause 7.5(b) of these Terms, and to subsequently close that account.

9.2 Effect of disposal of Shares

- (a) If a Participant with full participation disposes of part of the Participant's Shares, then, the remaining Shares held by the Participants will continue to participate in the DRP.
- (b) If a Participant with partial participation disposes of some of the Participant's Shares then, unless the Company receives a Variation Form, the disposal will be deemed to include:
 - (i) first, all the Participant's Shares not participating in the DRP; and
 - (ii) secondly, some or all of the Participant's Participating Shares (if any).

- (c) If a Participant disposes of all Shares without giving the Company notice of termination of participation, the Participant will be deemed to have:
 - (i) terminated participation in the DRP with respect to the Participant's entire shareholding on the date the Company registered a transfer or instrument of disposal of the Participant's shareholding; and
 - (ii) authorised the Company to dispose of any residual balance in the Participant's DRP account pursuant to clause 7.5(b) of these Terms, and to subsequently close that account.

9.3 **Death, bankruptcy or winding up**

If a Participant dies, participation in the DRP will be terminated upon receipt by the Company of written notice of death, together with such other evidence as the Board may require from time to time. If a Participant is declared bankrupt or is wound up, participation in the DRP will be terminated upon receipt by the Company of a notification of bankruptcy or winding up for the Participant or the Participant's trustee in bankruptcy or liquidator as the case may be. The death, bankruptcy or winding up of one or more joint holders will not automatically terminate participation.

10 Modification, Suspension and Termination

10.1 **Power**

- (a) The Board may, in its absolute discretion, modify the Terms, or terminate or suspend the DRP.
- (b) Any variation, suspension or termination made in accordance with this clause:
 - (i) is effective from the date of the resolution or a later date as determined by the Board; and
 - (ii) does not give rise to any liability on the part of the Company or right of action by a Participant against the Company or the Board.

10.2 **Notice**

- (a) The Board may give written notice of any such variation, suspension or termination as it considers appropriate.
- (b) The accidental omission to give notice of modification, suspension or termination to a Shareholder or the non-receipt of any notice by any Participant will not invalidate the modification, suspension or termination of the DRP or give rise to any liability on the part of the Company or right of action by a Shareholder against the Company or the Board.

10.3 **Effect of modification or suspension**

Neither variation of the Terms nor temporary suspension of the DRP affects a Participant's participation under the DRP (as varied or re-implemented as the case may be) unless the Company is notified by a Participant to the contrary by a Variation Form or the Board determines otherwise.

11 Applications and Notices

- 11.1 Applications and notices by a Shareholder to the Company must be in writing, addressed to the Company or as otherwise directed by the Company (including electronically through the Company's website or an authorised third party) and in the form prescribed (if any) for that purpose by the Board.

- 11.2 Applications and notices will be effective upon receipt by the Company subject to these Terms and, in the case of Applications only, acceptance by the Company.
- 11.3 Applications and notices must be received by 5pm (Brisbane time) on the relevant Record Date. Any Applications or notices received after that time will not be effective in respect of the Dividend Payment but will be effective from the next relevant Record Date.

12 General

12.1 ASX Listing

The Company will apply for quotation on the ASX of all Shares issued under the DRP.

12.2 Disclaimer

None of the Company, nor the Board, its officers, employees, representatives or agents:

- (a) represent or warrant that a Participant will gain any taxation advantage, or will not incur a taxation liability or disadvantage, as a result of participation in the DRP; or
- (b) take any responsibility or assume any liability for, or as a consequence of:
 - (i) the taxation liabilities of Participants; or
 - (ii) the establishment or operation of the DRP or a Shareholder's participation in the DRP.

12.3 Disputes

Any difficulty, anomaly, disputes or disagreements arising under or in relation to the DRP or the Terms may be settled by the Board in any way the Board think appropriate and any determination made by the Board will be final and binding.

12.4 Waiver

The Company reserves the right to waive strict compliance with any of the provisions of these Terms.

12.5 Governing Law

The DRP and its operation and the terms and conditions will be governed by the laws of the State of Queensland and each Shareholder submits to the jurisdiction of the Courts of that State.

12.6 Delegation

The Board may delegate their powers and obligations under these Terms to an authorised committee.

12.7 Set Off

A Participant may not participate in the DRP where, in accordance with the Constitution or any law, the Board are entitled to retain all or part of a dividend payable in respect of that Participant's Participating Shares or the Company is entitled to a charge over such Participating Shares or over any dividend payable in respect of such Participating Shares, unless the Board otherwise determine in its absolute discretion.

13 Definitions and interpretation

13.1 Definitions

In this document the following definitions apply:

Allocated Shares has the meaning given in clause 7.4(c);

Application means a Shareholder's application to participate in the DRP using an Application Form;

Application Form means the form of Application (whether written or electronic) approved by the Board from time to time;

ASX means the Australian Stock Exchange Limited;

Board means the Board of Directors of the Company from time to time;

Business Day means a day other than a Saturday, Sunday or public holiday on which banks are open for business in Brisbane;

Company means Domino's Pizza Enterprises Limited ACN 010 489 326;

Constitution means the constitution of the Company as amended from time to time;

DRP means the dividend reinvestment plan of the Company conducted on these Terms;

Discount means the discount, if any, expressed as a percentage, to the Market Price, determined by the Directors to be applied in determining the Price in respect of the DRP for Dividends payable on a particular Dividend Payment Date;

Dividend means a dividend or interim dividend of the Company;

Dividend Payment means, in relation to a Dividend, the amount of the Dividend determined under clause 7.4(a);

Dividend Payment Date means, in relation a Dividend, the date on which the Dividend is payable as announced by the Company.

Eligible Shareholder has the meaning given in clause 2.1.

Listing Rules means the official listing rules of ASX;

Market Price has the meaning given in clause 7.6(b);

Marketable Parcel has the meaning given in the Listing Rules;

Maximum Participating Holding has the meaning given in clause 6.2(a);

Minimum Participating Holding has the meaning given in clause 6.1(a);

Participant means a Shareholder participating in the DRP;

Participating Shares means the number of Shares subject to the DRP as determined in accordance with these Terms;

Price means the price at which a Share is issued or transferred under this DRP as determined in accordance with clause 7.6(a);

Pricing Period means the period determined by the Board from time to time;

Record Date means the record date for determining entitlements to Dividends for the purposes of the Listing Rules;

Register means the register of members maintained or caused to be maintained by the Company, including both the principal register and any branch registers or sub-registers;

Shareholder means a person registered in the Register of the Company as a holder of Shares;

Shares means fully paid ordinary shares in the capital of the Company;

Terms means these terms and conditions of the DRP as modified from time to time in accordance with clause 10;

Variation means an application by a Participant to vary its participation in the DRP or to withdraw from participating in the DRP using a Variation Form;

Variation Form means the form of Variation (whether written or electronic) approved by the Board from time to time; and

Withholdings means withholding tax and any other amounts (including without limitation, amounts withheld as a result of a failure to provide a tax file number and any Dividend which the Company is entitled to retain as a result of a charge in favour of the Company in accordance with law) which the Company is required or permitted to withhold from a Dividend payable on Participating Shares.