



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

21 August 2024

ASX announcement

Dividend Reinvestment Plan

Domino's Pizza Enterprises Limited (ASX:DMP) (the **Company**) is pleased to announce that its Dividend Reinvestment Plan (**DRP**) will apply to its FY24 final dividend of 50.4 cents per share.

Eligible shareholders who elect to participate in the DRP will be issued shares 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 30 August 2024.

Domino's chairman, Jack Cowin, confirms that Somad Holdings Pty Ltd, Domino's largest shareholder, intends to participate in the DRP and reinvest 50% of its dividend in shares.

Underwriting

The DRP for the FY24 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.

How to participate

Election notices from shareholders wanting to participate, cease participation or vary their participation in the DRP for the FY24 final dividend, must be received by 5.00pm AEST on Wednesday, 28 August 2024.

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

registrars@linkmarketservices.com.au

1300 554 474
Locked Bag A14
Sydney South NSW 1235

Key Dates

A summary of key dates is set out below.

Event	Date
Dividend announcement	Wednesday, 21 August 2024
Ex date	Monday, 26 August 2024
Dividend Record Date	Tuesday, 27 August 2024
Last day to participate in DRP	Wednesday, 28 August 2024
First day of pricing period	Friday, 30 August 2024
Last day of pricing period	Thursday, 12 September 2024
Dividend payment date / Share issue date	Wednesday, 25 September 2024

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

ENDS



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For further information, contact Nathan Scholz, Head of Investor Relations at investor.relations@dominos.com.au or on +614 1924 3517.

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 (or any part of it), 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 (or any part of it) 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 or more 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, 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, Israel, 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;
- nuclear weapons of any sort are used in connection with or, the military of any member state of the North Atlantic Treaty Organization becomes directly involved in the Ukraine conflict that is ongoing at the date of the underwriting agreement;
- 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.