

**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

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- 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

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- 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

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#### 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

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#### 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**

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### **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**

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### **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**

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### **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

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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

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### 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**

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### 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**

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- 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**

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### **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

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### 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.