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FRANCHISE DISCLOSURE DOCUMENT
DOMINO'S PIZZA FRANCHISING LLC

A Delaware limited liability company
24 Frank Lloyd Wright Drive
Ann Arbor, Michigan 48105-9484
(734) 930-3030
franchising@dominos.com
www.dominos.com

The franchisee will operate a Domino's Pizza Store selling pizza and other authorized products through delivery and carry-out services. We offer franchises for Traditional and Non-Traditional Domino's Pizza Stores and related concepts under agreements described in this disclosure document.

The total investment ranges from $156,450 to $682,500 for a Domino's Pizza Traditional Store and $107,450 to $648,500 for a Domino's Pizza Non-Traditional Store. We estimate the payments made to us and our affiliates together with Initial Fee payments will range from $88,950 to $196,500 for a Domino's Pizza Traditional Store and $69,950 to $184,500 for a Domino's Pizza Non-Traditional Store.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least fourteen calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats contact the Franchise Services Department at Domino's Pizza Franchising LLC at 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48105-9484, (734) 930-3030.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contracts carefully. Show your contract and this document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumers's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission ("FTC"). You can contact the FTC at 1-877-FTC-

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HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws about franchising in your state. Ask your state agencies about them.

Issuance date: April 1, 2023.

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How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit B.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction; Item 7 lists the initial investment to open, and Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Exhibits C and D include financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Domino's Pizza business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Domino's Pizza franchisee?	Exhibit B lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

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What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business Model Can Change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restriction. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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Special Risks to Consider About *This* Franchise

Check the "State Specific Addenda" (if any) to see whether your state requires risks to be highlighted.

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THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY MICHIGAN FRANCHISE INVESTMENT LAW ONLY

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

a. A prohibition on the right of a franchisee to join an association of franchisees.

b. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

c. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

d. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

e. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

f. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

g. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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(1) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(2) The fact that the proposed transferee is competitor of the franchisor or sub-franchisor.

(3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(4) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

h. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

i. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 373-7177

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Exhibits

Exhibit A	—	List of State Agencies/Agents for Service of Process
Exhibit B	—	List of Domino's Pizza Traditional Franchisees
Exhibit B-1	—	List of Domino's Pizza Non-Traditional Franchisees
Exhibit B-2	—	List of Franchisees Who Have Left the System
Exhibit C	—	DPF Financial Statements
Exhibit D	—	DPL Financial Statements
Exhibit E	—	Traditional Store Standard Franchise Agreement
Exhibit F	—	Non-Traditional Store Franchise Agreement
Exhibit G	—	Development Agreement
Exhibit H	—	Domino's Pizza Help Desk Services Agreement
Exhibit I	—	Sale of Assets Agreement
Exhibit J	—	Domino's PULSE Software License Agreement
Exhibit K	—	Expiration of Franchise Agreement and Release
Exhibit L	—	Rider to Lease
Exhibit M	—	Rider to Purchase Agreement
Exhibit N	—	Operating Manual Table of Contents
Exhibit O	—	Application for Franchise (Renewal)
Exhibit P	—	Domino's Pizza Online Ordering Franchisee Services Agreement
Exhibit Q	—	Single Store Term Sheet
Exhibit R	—	Global Positioning System Technology Platform Agreement
Exhibit S	—	Domino's Rider to Services Agreement

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Item 1: The Franchisor, and any Parents, Predecessors, and Affiliates

The Franchisor

The franchisor is Domino's Pizza Franchising LLC. To simplify the language in this disclosure document "we", "us" or "DPF" means Domino's Pizza Franchising LLC. "You" means the person who is buying a franchise. If you are an approved corporation, partnership, limited liability company or other entity, your owners must guarantee and be bound by the Franchise Agreement or other agreement with us as more fully described in this disclosure document. In addition, certain provisions in the Franchise Agreement or other agreement with us apply to your affiliates. You should take this into account when purchasing a franchise.

We are a Delaware limited liability company organized on March 2, 2007. Our principal business address is 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48105-9484. Our agents for service of process are disclosed in Exhibit A, as applicable.

Parents and Predecessors

We are a direct wholly-owned subsidiary of Domino's Pizza Master Issuer LLC, a Delaware limited liability company ("DPMI"). Its principal business address is 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48105-9484. We are an indirect wholly-owned subsidiary of Domino's Pizza LLC ("DPL"), a Michigan limited liability company. Its principal business address is 30 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48106-0997. DPL was the franchisor of Domino's Pizza franchises before the closing of the 2007 Securitization Transaction described below. DPL is the indirect parent company of DPMI and an indirect wholly-owned subsidiary of Domino's Pizza, Inc., a Delaware corporation ("Domino's" or "DPI"). Domino's is the parent company, directly or indirectly, of all Domino's Pizza related entities.

We and our affiliates are the successors to the business founded by Mr. Thomas S. Monaghan in 1963. In December 1998, Mr. Monaghan sold a substantial portion of his ownership interest in DPI, to investment funds affiliated with Bain Capital, LLC, a private equity firm based in Boston, Massachusetts and retired from the active management of the business. In July 2004, Domino's and certain of its shareholders sold shares in an initial public offering and since that date, Domino's has been a publicly traded company.

Affiliates

We became the franchisor of U.S. franchise agreements entered into after April 2007 as well as other agreements described below as a result of a securitization financing transaction that closed in April 2007 (the "2007 Securitization Transaction"). At the time of the closing of the 2007 Securitization Transaction, DPL entered into a management agreement with DPF and DPMI to provide the required support and services to franchisees under their franchise agreements. DPL also acts as DPF's franchise sales agent. If DPL fails to perform its obligations under its franchise management agreement, then DPL may be replaced as the franchise servicer. However, as the franchisor, DPF is responsible and accountable to you to make sure that all services DPF promises to perform under your franchise agreement, or other agreement you sign with us are performed in

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compliance with the applicable agreement, regardless of who performs those services on DPF's behalf.

All U.S. Domino's Pizza trademarks and certain other intellectual property, including substantially all intellectual property related to the operation of Domino's Pizza stores in the United States, are owned by Domino's IP Holder LLC, a Delaware limited liability company ("DP IP Holder") and wholly-owned subsidiary of DPMI. In April 2007 DP IP Holder entered into license agreements with DPF and DPMI for a term of 99 years authorizing these companies to use and sublicense the use of the applicable trademarks and intellectual property in the operation of their respective businesses.

Domino's Pizza Distribution LLC ("DPD"), a Delaware limited liability company and wholly-owned subsidiary of DPMI, sells food products, ingredients, supplies and equipment, and licenses software to Domino's Pizza franchisees and company-owned stores located in the U.S. DPD purchases certain products and items from DPL and certain other affiliated companies for resale to franchisees.

Domino's National Advertising Fund Inc. ("DNAF"), a not-for-profit corporation and a wholly-owned subsidiary of DPL, administers the collections and expenditures of the Advertising Fund. See Item 11. DPL also provides services to DNAF relating to the administration of advertising funds.

Domino's GC Inc., a Florida corporation and a wholly-owned subsidiary of DPL, is in the business of managing the Domino's Pizza gift card program. Its principal business address is 30 Frank Lloyd Wright Drive, Ann Arbor, MI 48106-0997.

Domino's Pizza International Franchising Inc. ("DP International Franchising"), a Delaware corporation and wholly-owned subsidiary of DPMI, acts as franchisor in countries and territories outside of the U.S. As of January 1, 2023, DP International Franchising (directly or through its Master Franchisees) has granted 13,107 franchises.

Domino's Pizza International Franchising of Michigan LLC ("DP International Franchising – Belarus"), a Michigan limited liability company and wholly-owned subsidiary of DP International Franchising, acts as franchisor in Belarus. As of January 1, 2023 DP International Franchising – Belarus has granted 33 franchises.

Various entities affiliated with Domino's entered into several additional secured financing transactions subsequent to the 2007 Securitization Transaction. However, there have been no material changes to the structure of Domino's and its affiliates described in this Item 1 as a result of these subsequent transactions.

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Franchise Offering

We are in the business of franchising Domino's Pizza Traditional Stores and Domino's Pizza Non-Traditional Stores. In certain of our branding campaigns, we may reference the brand as "Domino's".

Domino's Pizza Traditional Stores are retail outlets located primarily in shopping centers, strip centers and similar retail locations with appropriate parking for delivery vehicles and customers of the store. In addition, Domino's has entered into an agreement with Walmart which allows for the opening of Domino's Pizza Traditional Stores in select Walmart locations. Domino's Pizza Traditional Stores sell pizza and other authorized products through delivery and carry-out services.

Domino's Pizza Non-Traditional Stores sell pizza and other authorized products and services at non-traditional locations like office buildings, shopping malls, stadiums, toll roads, airports, zoos, convenience stores and similar retail locations. Domino's Pizza Non-Traditional Stores ordinarily offer only carry-out service.

Domino's Pizza Traditional Stores and Domino's Pizza Non-Traditional Stores (collectively referred to as "Store" or "Stores" unless otherwise stated) operate under a unique system which includes special recipes and menu items; distinctive design and furnishings; standards and operating procedures; quality control procedures; training and advertising programs (the "System" or "Domino's Pizza System"). These Stores are also identified with certain trade names, service marks, trademarks, logos and emblems, including, the mark "Domino's Pizza" and other names and marks which we designate (the "Marks").

If you are acquiring a Domino's Pizza Traditional Store or a Domino's Pizza Non-Traditional Store selling pizza and other authorized products through delivery and/or carry-out service, you will sign our Traditional Store Franchise Agreement attached as Exhibit E ("Standard Franchise Agreement") or our Non-Traditional Store Franchise Agreement attached as Exhibit F ("Non-Traditional Store Franchise Agreement"), as applicable. Unless otherwise stated, the Standard Franchise Agreement and Non-Traditional Franchise Agreement are collectively referred to as "Franchise Agreement".

In appropriate circumstances, we may give you the right to open a limited number of Domino's Pizza Stores within a development area under our Development Agreement attached as Exhibit G ("Development Agreement"). You must sign our then current form of Franchise Agreement for Domino's Pizza Stores you open within your development area.

Experience

We or our predecessors or affiliates have operated Domino's Pizza Traditional Stores since 1960 and Domino's Pizza Non-Traditional Stores since 1990. As of January 1, 2023, there were 6,724 Domino's Pizza Traditional Stores (286 company-owned and 6,438 franchisee-owned). There were 20 Domino's Pizza Non-Traditional Stores, all of which are franchised. DPL granted franchises for Domino's Pizza Traditional Stores beginning in 1967 and granted franchises for

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Domino's Pizza Non-Traditional Stores beginning in 1990. Company-owned stores are owned and operated by DPL.

Neither we nor any of our affiliates or predecessors have granted franchises in any other lines of business. Unless otherwise noted, the principal business address of our parents, affiliates and predecessors described above is or were 24 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48105 or 30 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48106.

Franchisee Qualifications

A franchise applicant must have been a Store manager or Store supervisor for at least 12 months to be eligible for a single Store franchise and must also have attended certain classes on operating a Store. These requirements apply whether he/she is building a new Store or buying a company-owned or franchised Store. We may from time to time accelerate or modify the basic eligibility and training requirements at our discretion based on your operational experience, business acumen and other factors, such as your agreement to open Stores in designated markets where few Domino's Pizza Stores are open. There are also minimum net worth and liquidity requirements depending on the number of Stores to be developed or purchased. We require that an individual owns 51% or more of the legal entity (the "Controlling Person"). The Controlling Person of a Domino's Pizza franchise may not have financial or operational involvement in another business outside of the Domino's Pizza System without our written approval which may be withheld in our sole judgment. There are additional factors that will be considered when reviewing a franchise application to the extent permissible under applicable law, including, but not limited to, the review of credit reports, criminal background history, reputation in the community, motor vehicle records, and, unless prohibited by applicable state law, the ability to speak the English language fluently.

Competition

Domino's Pizza Stores compete with national and regional "chains" and local businesses which sell similar products and offer carry-out or delivery services. The products Domino's Pizza Stores sell can also be prepared at home. However, we believe that customers purchase from Domino's Pizza Stores because of the timeliness of delivery and/or carry-out services, including our online ordering, the difficulty of duplicating the taste and texture of our products, convenience and the service we offer.

Government Regulation

There are no regulations specific to operating a Store. However, you must comply with all local, state and federal health and sanitation laws in operating your Store and other laws applicable to businesses generally, such as federal and state wage and hour and related laws, including laws that regulate mileage reimbursement paid to delivery drivers. DPL has been involved in litigation over whether the managers of Domino's Pizza stores are exempt employees under wage and hour laws. Certain franchisees pay store managers on a non-exempt basis. Whether store managers are classified as exempt or non-exempt employees under applicable law may affect store profitability because of overtime and other benefits due non-exempt employees. There may be local laws

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regulating delivery service, including laws which may prohibit businesses offering delivery service or from refusing to provide delivery service to certain customers or areas. In addition, DPL entered into an agreement with the Department of Justice in June 2000 to ensure that decisions affecting delivery service will not be based on factors such as race, national origin, age or other characteristics protected by law. At the time, DPL adopted, on a system-wide basis, limited delivery service standards which applied to all company-owned and franchised Stores. DPL also adopted procedures for implementing these standards which are applicable to all Domino's company-owned Stores and provided to all franchisees as guidelines which franchisees may adopt to comply with these standards. These standards and procedures relate, in part, to the circumstances under which stores may limit delivery in certain areas for safety of store employees. All of these standards and procedures are applicable to all new and existing Domino's Pizza franchisees and company-owned Stores. There may be other laws which apply to your business. You should investigate these laws and their impact on your business.

Item 2: Business Experience

Manager and Chief Executive Officer of DPF and Manager and Chief Executive Officer of DPL: Russell Weiner

Mr. Weiner has served as Manager and Chief Executive Officer of DPF and Manager and Chief Executive Officer of DPL since May 2022. Mr. Weiner previously served as Chief Operating Officer and President, Domino's U.S. of DPL from July 2020 to May 2022. He served as Chief Operating Officer and President of the Americas of DPL from July 2018 to July 2020. Mr. Weiner served as President, Domino's USA of DPL from October 2014 to July 2018.

Manager of DPF: Leonard Padula

Mr. Padula has served as a Manager of DPF since March 2016. Mr. Padula is a Vice President of Lord Securities Corporation, a TMF-Group company based in New York, New York having been with the company from March 2004 to present.

Manager of DPF: Albert J. Fioravanti

Mr. Fioravanti has served as a Manager of DPF since May 2014. Mr. Fioravanti is Managing Director of Lord Securities Corporation, a TMF-Group company based in New York, New York having been with the company from December 1999 to present.

President, U.S. & Global Services of DPL: Joe Jordan

Mr. Jordan has served as President, U.S. & Global Services of DPL since May 2022. Mr. Jordan served as Executive Vice President – International in Amsterdam, The Netherlands from April 2018 to May 2022. He served as Senior Vice President and Chief Marketing Officer of DPL from November 2016 to April 2018.

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Executive Vice President, General Counsel & Corporate Secretary of DPF and DPL: Kevin S. Morris

Mr. Morris has served as Executive Vice President & General Counsel of DPL since January 2017. He was subsequently appointed and has served as Executive Vice President, General Counsel & Corporate Secretary of both DPF and DPL since November 2018.

Executive Vice President, Chief Financial Officer of DPF and DPL: Sandeep Reddy

Mr. Reddy has served as Executive Vice President, Chief Financial Officer of DPF and DPL since April 2022. Mr. Reddy served as Executive Vice President and Chief Financial Officer of Six Flags in Arlington, Texas from July 2020 to April 2022. He served as Chief Financial Officer of Guess? Inc. in Los Angeles, California from July 2013 to December 2019.

Executive Vice President, Chief Restaurant Officer of DPL: Frank Garrido

Mr. Garrido has served as Executive Vice President, Chief Restaurant Officer of DPL since March 2023. From March 2021 to March 2023, Mr. Garrido served as Executive Vice President – U.S. Operations and Support of DPL. He served as Senior Vice President – Team USA of DPL from June 2020 to March 2021. He has also served as Vice President – Franchise Operations – East of DPL in Atlanta, Georgia from January 2018 to June 2020.

Executive Vice President, Chief Supply Chain Officer of DPL: Cindy Headen

Ms. Headen has served as Executive Vice President, Chief Supply Chain Officer of DPL since March 2023. From August 2020 to March 2023, Ms. Headen served as Executive Vice President of Supply Chain Services of DPL. She served as Senior Vice President of Global Procurement and Supply Chain Operations of DPL from December 2018 to August 2020. Ms. Headen served as Vice President of Procurement & Replenishment of DPL from November 2015 to December 2018.

Executive Vice President, Chief Technology Officer of DPL: Kelly Garcia

Mr. Garcia has served as Executive Vice President, Chief Technology Officer of DPL since October 2020. He served as Senior Vice President and Chief Technology Officer of DPL from April 2019 to October 2020. Mr. Garcia served as Senior Vice President – eCommerce and Technology Innovation of DPL from November 2016 to April 2019.

Assistant Secretary of DPF and Director - Franchise Services of DPL: Joseph P. Devereaux

Mr. Devereaux has been an Assistant Secretary of DPF since April 2007. Mr. Devereaux joined DPL in 1988 and has been the Director of Franchise Services since September 1997.

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Vice President – Franchise Business - Central of DPL: Mark Rudd

Mr. Rudd has served as Vice President – Franchise Business – Central of DPL in Boone, NC since January 2018.

Vice President – Franchise Business – East of DPL: Erick Ortiz Sr.

Mr. Ortiz has served as Vice President – Franchise Business – East of DPL in Blackwood, New Jersey since March 2023. From August 2022 to March 2023, Mr. Ortiz served as Vice President – Franchise Business – Northeast of DPL in Blackwood, New Jersey. He served as Director – Franchise Business – Northeast of DPL in Blackwood, New Jersey from November 2017 to August 2022.

Vice President – Franchise Business – West of DPL: Mike Hardin

Mr. Hardin has served as Vice President – Franchise Business – West of DPL in Plano, Texas since December 2022. He served as Director – International Business – Canada, UK and Americas of DPI in Plano, Texas from May 2019 to December 2022. Mr. Hardin served as Director – Operations Innovation of DPL from January 2017 to May 2019.

Vice President – Global Development of DPL: Diane Porter

Ms. Porter has served as Vice President – Global Development of DPL since March 2023. From August 2022 to March 2023, Ms. Porter served as Vice President – Franchise Business – Southeast of DPL in Apollo Beach, Florida. Ms. Porter served as Vice President – Franchise Business – East of DPL in Apollo Beach, Florida from June 2020 to August 2022. She served as Vice President – Corporate Operations from October 2014 to June 2020.

Senior Vice President – Franchise Relations and System Engagement of DPL: Debbie Sweeney

Ms. Sweeney has served as Senior Vice President – Franchise Relations and System Engagement of DPL since January 2020. Ms. Sweeney served as Vice President – Franchise Relations of DPL from July 2018 to January 2020. She was Vice President – National Field and Team USA Marketing, DNAF Media/Mktg Services of DPL from May 2015 to July 2018.

Director – Franchise Business – Central of DPL: Eric Osterheldt

Mr. Osterheldt has served as Director – Franchise Business – Central of DPL since January 2022. He served as Director – International Business of DPL in Chesapeake, Virginia from June 2019 to January 2022. Mr. Osterheldt served as Director – Corporate Operations of DPL in Chesapeake, Virginia from February 2016 to June 2019.

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Director – Franchise Business – Central of DPL: Jeffrey Musser, Jr.

Mr. Musser has served as Director – Franchise Business – Central of DPL since February 2020. He served as Director – Global Operations, Standards, and Compliance of DPL from November 2018 to February 2020. Mr. Musser served as Director – Corporate Operations of DPL in Phoenix, Arizona from June 2015 to November 2018.

Director – Franchise Business – Central of DPL: Jennifer Floyd

Ms. Floyd has served as Director – Franchise Business – Central of DPL in Austin, Texas since August 2022. She served as Director – Field Marketing – Central of DPL in Austin, Texas from January 2016 to July 2022.

Director – Franchise Business – East of DPL: Kristen Finnerty

Ms. Finnerty has served as Director – Franchise Business – East in Clarks Summit, Pennsylvania since March 2023. From August 2022 to March 2023, Ms. Finnerty served as Director – Franchise Business – Northeast of DPL in Clarks Summit, Pennsylvania. She served as Director – Field Marketing – East of DPL in Clarks Summit, Pennsylvania from October 2021 to August 2022. Ms. Finnerty held the position of Franchise Marketing Consultant of DPL in Clarks Summit, Pennsylvania from January 2012 to October 2021.

Director – Franchise Business – East of DPL: Suha Unal

Mr. Unal has served as Director – Franchise Business - East of DPL in Boston Massachusetts since March 2023. From October 2022 to March 2023, Mr. Unal served as Director – Franchise Business – Northeast of DPL in Boston, Massachusetts. He served as Director – International Business in Schiphol, The Netherlands from February 2019 to October 2022. Mr. Unal held the position of Franchise Business Consultant of DPL in Boston, Massachusetts from November 2013 to February 2019.

Director – Franchise Business – East of DPL: Casey Barile

Ms. Barile has served as Director – Franchise Business – East of DPL in Tampa, Florida since March 2023. From October 2021 to March 2023, Ms. Barile served as Director – Franchise Business – Southeast of DPL in Tampa, Florida. She served as Director – Field Marketing – East of DPL in Tampa, Florida from May 2019 to October 2021. Ms. Barile held the position of Franchise Marketing Consultant of DPL in Tampa, Florida from January 2014 to May 2019.

Director – Franchise Business – East of DPL: Katie Clough

Ms. Clough has served as Director – Franchise Business – East of DPL in Pensacola, Florida since March 2023. From August 2022 to March 2023, Ms. Clough served as Director – Franchise Business – Southeast of DPL in Pensacola, Florida. She served as Director – Training – Team USA of DPL from March 2020 to August 2022. She served

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as Program Leader – US Franchise Operations of DPL from June 2018 to March 2020. Ms. Clough held the position of Senior Director of Training for RPM Pizza, LLC in Biloxi, Mississippi from January 2017 to June 2018.

Director – Franchise Business – West of DPL: Brian O'Hearn

Mr. O'Hearn has served as Director – Franchise Business – West of DPL in San Antonio, Texas since July 2021. He served as Director – Corporate Operations of DPL in Las Vegas, Nevada from August 2018 to June 2021. Mr. O'Hearn served as Lead Manager – Corporate Operations of DPL in New York from January 2018 to August 2018.

Director – Franchise Business – West of DPL: Chloe Sosenko

Ms. Sosenko has served as Director – Franchise Business – West of DPL in Los Angeles, California since August 2022. Ms. Sosenko served as Director – Franchise Development of DPL in Austin, Texas from April 2021 to August 2022. She was a Franchise Development Consultant of DPL in Austin, Texas from March 2020 to April 2021. Ms. Sosenko held the position of Franchise Business Consultant of DPL in Seattle, Washington from January 2018 to March 2020.

Director – Franchise Business – West of DPL: Shannon Yuen

Ms. Yuen has served as Director – Franchise Business – West of DPL in Seattle, Washington since August 2021. She served as Director – Field Marketing – West of DPL in Seattle, Washington from January 2018 to July 2021.

Senior Director – Global Development of DPL: Corey Pettyjohn

Mr. Pettyjohn has served as Senior Director – Global Development of DPL in St. Louis, Missouri since December 2022. He served as Director – International Development of DPI in St. Louis, Missouri from January 2020 to November 2022. Mr. Pettyjohn held the position of Franchise Development Director – West of DPL in St. Louis, Missouri from January 2018 to December 2019.

Senior Manager – US Development of DPL: Kenneth Guevara

Mr. Guevara has served as Senior Manager – US Development of DPL in Frankfort, Illinois since November 2022. He served as Program Leader – Strategic Real Estate – Global Development of DPL in Frankfort, IL from August 2019 to November 2022. Mr. Guevara held the position of Franchise Development Consultant of DPL in Frankfort, IL from July 2016 to August 2019.

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Director – Operations Innovation & Support – Franchisee Development & Immersive Operations of DPL: Courtney Trueman

Ms. Trueman has served as Director – Operations Innovation & Support – Franchisee Development & Immersive Operations of DPL since August 2022. Ms. Trueman served as Director – Global Operations Support – Franchisee Development of DPL from December 2020 to August 2022. She served as Manager – New Franchisee Engagement of DPL from February 2019 to December 2020. Ms. Trueman held the position of Specialist – New Franchisee Engagement of DPL from August 2018 to February 2019. She was Specialist – National Trainer of DPL from February 2015 to August 2018.

Item 3: Litigation

Unless otherwise noted, all references to Domino's Pizza, Inc., Domino's or DPI in the legal proceedings described below refer to DPL prior to the time it was converted to a limited liability company in 2000.

Pending Actions

Jeff Smorowski, on behalf of himself and all similarly situated persons, v. Domino's Pizza LLC, Domino's Pizza, Inc., and Does 1 through 100, inclusive (Case No. 2:20-CV-10739-MWF-SK, United States District Court for the Central District of California). On December 2, 2020, the plaintiff filed a putative class action lawsuit against Domino's Pizza LLC and Domino's Pizza, Inc. (hereinafter collectively referred to as "Domino's") alleging Domino's misrepresented the pricing structure of its "Mix & Match" promotion. The complaint was amended on February 15, 2021 to add an additional plaintiff. The complaint alleges six claims: (1) Violation of the California Consumer Legal Remedies Act; (2) Violation of the California Unfair Competition Law; (3) Violation of the California False Advertising Law; (4) Breach of Express Warranty; (5) Unjust Enrichment; and (6) Fraud. Plaintiffs allege that they were overcharged for purchases based on Domino's disclosures. Domino's denies the allegations contained in the complaint and intends to vigorously dispute these claims.

Additionally, DPL has been named as a defendant in several labor and employment lawsuits brought by employees of our franchisees, alleging that we are joint employers with our franchisees. These lawsuits allege wage and hour violations. We strongly disagree with the joint employment allegations and intend to vigorously defend these actions.

Concluded Actions

Domino's Pizza International Franchising Inc. v. Rutger-Jan Van Spaandonk, (Case No. 4:14-cv-11289-MAG-MJH (United States District Court for the Eastern District of Michigan) and Rutger-Jan Van Spaandonk, Rodney Ichikowitz, Keith Warren and International Food Service Concepts Limited v. Domino's Pizza International Franchising Inc., Taste Holdings Limited and Abraham Carel Viljoen, Case No. 17846/14 (High Court of

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South Africa, Gauteng Local Division, Johannesburg). In March 2014, Domino's Pizza International Franchising Inc. ("International") filed a lawsuit against Van Spaandonk, an individual with whom it had been negotiating regarding the possible execution of a Master Franchise Agreement for certain countries in Africa. International sought a declaration that no contract existed between it and Van Spaandonk, an injunction enjoining Van Spaandonk from interfering with Domino's dealings with its actual master franchisee, and damages for interference with those dealings. In May 2014, Van Spaandonk, Rodney Ichikowitz, Keith Warren and International Food Service Concepts Limited (collectively, the "Applicants') commenced a proceeding against International, Taste Holdings Limited (an affiliate of International's master franchisee for South Africa and certain other countries in Africa), and Abraham Carel Viljoen (collectively, the "Respondents") in the High Court of South Africa. The Applicants sought an order enjoining the Respondents from implementing a master franchise agreement in South Africa, Swaziland or Lesotho with Taste Holdings Limited, declaring that an agreement existed between them and International, and directing International to execute the Master Franchise Agreement, as well as costs incurred. In October of 2015, the parties entered into a Settlement Agreement under which International paid the Applicants $400,000 and Applicants filed a Notice of Withdrawal with the High Court of South Africa and International voluntarily dismissed its Michigan lawsuit.

Actions Commenced Against Franchisees During Last Fiscal Year

Domino's Pizza Franchising LLC v. City of Bridges Pizza LLC and Zachary Keeney, (Case No. 2022-00567-CB, Circuit Court for the County of Washtenaw, State of Michigan). On May 16, 2022, Domino's Pizza Franchising LLC filed a lawsuit against a former franchisee for failure to pay fees and for lost future royalties.

Domino's Pizza Franchising LLC v. h&m pizza, LLC and Mario Ballinas, (Case No. 22-001130-CB, Circuit Court for the County of Washtenaw, State of Michigan). On August 19, 2022, Domino's Pizza Franchising LLC filed a lawsuit against a former franchisee for lost future royalties.

Item 4: Bankruptcy

No bankruptcy is required to be disclosed in this Item.

Item 5: Initial Fees

Depending upon the type of Store to be developed, purchased or opened and whether you are participating in one of our incentive programs as discussed below and in Item 6, you will pay an initial franchise application processing fee ("Initial Fee") ranging from $0 to $10,000. The range of the Initial Fees paid to us during the year ending January 1, 2023, was from $0 to $10,000. Our current policy for determining the amount of the Initial Fee is (subject to the terms of an incentive program):

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