UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) February 24, 2022

Domino's Pizza, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-32242	**38-2511577**
(Commission File Number)	**(I.R.S. Employer Identification No.)**
30 Frank Lloyd Wright Drive **Ann Arbor, Michigan**	**48105**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's telephone number, including area code (734) 930-3030

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Domino's Pizza, Inc. Common Stock, $0.01 par value	**DPZ**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Retirement of Richard E. Allison, Jr. and Appointment of Russell J. Weiner as Chief Executive Officer

On February 24, 2022, Mr. Richard E. Allison, Jr. informed Domino's Pizza, Inc. (the "Company") that he will retire from his position as the Company's Chief Executive Officer effective at 11:59 p.m. on April 30, 2022 (the "Effective Time"). Mr. Allison also informed the Company that he does not plan to stand for re-election to the Company's Board of Directors at the Company's 2022 annual meeting of shareholders scheduled for April 26, 2022. Mr. Allison has agreed to remain as an employee with the Company following the Effective Time through July 15, 2022 to assist in the transition of his duties. Mr. Allison currently serves as the Company's principal executive officer and principal financial officer and will remain in such capacities until the Effective Time.

On February 24, 2022, the Board of Directors of the Company appointed Mr. Russell J. Weiner, age 53, to become the Company's next Chief Executive Officer, effective at midnight on May 1, 2022 at which time Mr. Weiner shall be designated as the Company's principal executive officer. Mr. Weiner will also be nominated for election to the Company's Board of Directors at the Company's 2022 annual meeting of shareholders scheduled for April 26, 2022 in accordance with his amended and restated employment agreement dated as of February 24, 2022 that will become effective on or about May 1, 2022 (the "Employment Agreement"). Mr. Weiner has served as the Company's Chief Operating Officer and President, Domino's U.S. since July 2020 and as Chief Operating Officer and President of the Americas from July 2018 to July 2020. He previously served as President, Domino's USA from October 2014 to July 2018. Mr. Weiner served as Executive Vice President and Chief Marketing Officer from September 2008 to October 2014. Prior to joining the Company, Mr. Weiner held various marketing positions at PepsiCo, Inc. from 1998 to 2008, most recently serving as Vice President of Marketing, Colas for Pepsi-Cola North America. Mr. Weiner serves on the Board of Directors of The Clorox Company.

The Company has agreed to the following terms with Mr. Weiner in the Employment Agreement:

- annual base salary of $875,000;
- annual incentive bonus target of 200% of his base salary under the terms and conditions of the Domino's Pizza Senior Executive Annual Incentive Plan, which ties the incentive bonus to achieving targeted financial goals; and
- an annual 2022 equity award under the Domino's Pizza, Inc. 2004 Equity Incentive Plan, as amended (the "EIP") with a value of 500% of his annual base salary at the time the Company's annual equity awards are granted in March.

If Mr. Weiner's employment is terminated by the Company without cause or he terminates his employment with the Company for good reason, he will be entitled to severance in the amount of his then-current annual base salary for 24 months. In connection with Mr. Weiner's appointment as the Company's next Chief Executive Officer, the terms of his existing and future equity awards granted under the EIP were modified to increase the age threshold from 55 to 58 for purposes of eligibility for the retirement vesting provisions contained in his equity awards if Mr. Weiner terminates his employment with the Company without good reason. Mr. Weiner will still qualify for these retirement vesting provisions if his employment with the Company is terminated as a result of his death or disability, is terminated by the Company without cause or is terminated by Mr. Weiner for good reason at a time when he has attained at least age 55. The terms and conditions of all issued and outstanding equity awards previously granted to Mr. Weiner under the EIP will otherwise remain unchanged and in full force and effect. Mr. Weiner will also be entitled to use of aircraft in accordance with the terms of the Employment Agreement.

The foregoing description does not purport to be complete and is qualified in its entirety by the full text of the Employment Agreement and the Time Sharing Agreement for use of the Company's aircraft for Mr. Weiner. A copy of the Employment Agreement and a copy of the Time Sharing Agreement for use of the Company's aircraft for Mr. Weiner are attached hereto as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

Appointment of Sandeep Reddy as Executive Vice President and Chief Financial Officer

On March 1, 2022, the Company announced that it has appointed Mr. Sandeep Reddy as the Company's Executive Vice President and Chief Financial Officer, effective as of April 1, 2022 (the "Reddy Effective Date").

Mr. Reddy, age 51, has served as Executive Vice President and Chief Financial Officer of Six Flags Entertainment Corporation since July 2020. Previously, Mr. Reddy was the Chief Financial Officer of Guess?, Inc. from July 2013 through December 2019. Prior to that role, since 2010, he served as Vice President and European Chief Financial Officer of Guess, where he was responsible for all aspects of Guess' European finance functions, including financial planning, treasury, accounting, and tax. From 1997 to 2010, Mr. Reddy served in a number of positions of increasing responsibility for Mattel Inc., a leading global toy manufacturer, ultimately serving as Vice President Finance and Supply Chain for the SEUR (France, Spain, Portugal, Italy) cluster. Mr. Reddy has a B.A. (Honors) in Economics from Delhi University and an M.B.A. from Cornell University. Mr. Allison, the Company's current Chief Executive Officer, will continue to serve as the Company's principal financial officer until May 1, 2022, at which time Mr. Reddy shall be designated as the Company's principal financial officer.

The Company has agreed to the following terms with Mr. Reddy in his employment agreement dated as of February 25, 2022 that will become effective on or about April 1, 2022:

- annual base salary of $675,000;
- a one-time cash bonus of $1,000,000, which is subject to repayment in the event Mr. Reddy's employment is terminated by the Company for cause or if Mr. Reddy terminates employment with the Company other than for good reason, in either case prior to the first anniversary of the Reddy Effective Date;
- annual incentive bonus target of 100% of his base salary under the terms and conditions of the Domino's Pizza Senior Executive Annual Incentive Plan, which ties the incentive bonus to achieving targeted financial goals;
- a special equity award under the EIP, consisting of an award of restricted stock units with a grant date value of $2,250,000 that shall vest 50% each on the first and second anniversaries of the Reddy Effective Date, generally subject to his continued employment through such date; provided that in the event Mr. Reddy's employment with the Company is terminated (i) by the Company other than for cause, (ii) by Mr. Reddy for good reason or (iii) as a result of Mr. Reddy's death or disability (each of (i), (ii) or (iii), an "Acceleration Event"), any outstanding and unvested restricted stock units subject to the award will be deemed vested as to 100% of such restricted stock units as of immediately prior to such Acceleration Event; and
- an annual 2022 equity award under the EIP with a value of 250% of his annual salary.

If Mr. Reddy's employment is terminated by the Company without cause or he terminates his employment with the Company for good reason, he will be entitled to severance in the amount of his then-current annual base salary for 18 months.

The foregoing description does not purport to be complete and is qualified in its entirety by the full text of the employment agreement for Mr. Reddy. A copy of the employment agreement for Mr. Reddy is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

Item 7.01 Other Events.

On March 1, 2022, the Company issued a press release relating to the matters described above in Item 5.02. A copy of the press release is attached as Exhibit 99.1 and is incorporated herein by reference. The information in this Item 7.01 of Form 8-K and Exhibit 99.1 attached hereto are being furnished pursuant to Item 7.01 of Form 8-K and therefore shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934.

Forward-Looking Statements

Statements in this report that are not strictly historical in nature constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements involve significant risks and uncertainties and you should not place considerable reliance on such statements. Important factors that could cause actual results to differ materially from our expectations are more fully described in our filings with the Securities and Exchange Commission, including under the section headed "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended January 2, 2022. All forward-looking statements speak only as of the date hereof and should be evaluated with an understanding of their inherent uncertainty. Except as required under federal securities laws and the rules and regulations of the Securities and Exchange Commission, or other applicable law, we will not undertake, and specifically disclaim, any obligation to publicly update or revise any forward-looking statements to reflect events or circumstances arising after the date hereof, whether as a result of new information, future events or otherwise. You are cautioned not to place undue reliance on the forward-looking statements included herein or that may be made elsewhere from time to time by, or on behalf of, us. All forward-looking statements are qualified in their entirety by this cautionary statement.

Item 9.01. Financial Statements and Exhibits.

Exhibit Number	Description
10.1	Employment Agreement dated as of February 24, 2022 by and among Domino's Pizza, Inc., Domino's Pizza LLC and Russell J. Weiner.
10.2	Time Sharing Agreement dated as of February 24, 2022 by and between Domino's Pizza LLC and Russell J. Weiner.
10.3	Employment Agreement dated as of February 25, 2022 by and between Domino's Pizza LLC and Sandeep Reddy.
99.1	Domino's Pizza, Inc. press release, dated March 1, 2022.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL (included as Exhibit 101).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DOMINO'S PIZZA, INC.
(Registrant)

/s/ Kevin S. Morris

Name: Kevin S. Morris
Title: Executive Vice President, General Counsel and Corporate Secretary

Date: March 1, 2022

EXHIBIT 10.1

EXECUTION VERSION

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (this "Agreement") is made as of February 24, 2022 and is effective as of May 1, 2022 (the "Effective Date"), by and among Domino's Pizza, Inc., a Delaware corporation (the "Company") and Domino's Pizza LLC, a Michigan limited liability company ("DPLLC" or the "Principal Subsidiary"), on the one hand, and Russell J. Weiner (the "Executive"), on the other hand.

Recitals

1. The operations of the Company and its Affiliates (as defined in Sub-Section 11.1) are a complex matter requiring direction and leadership in a variety of areas.

2. The Executive has experience and expertise that qualify him to provide the direction and leadership required by the Company and its Affiliates.

3. Subject to the terms and conditions set forth below, the Company and DPLLC wish to employ the Executive as its Chief Executive Officer and the Executive wishes to accept such employment.

Agreement

Now, therefore, the parties agree as follows:

1. Employment. Subject to the terms and conditions set forth in this Agreement, the Company hereby offers and the Executive hereby accepts employment as the Chief Executive Officer of the Company, effective as of the Effective Date.

2. Term. The Executive shall be employed hereunder for an indefinite term commencing on the Effective Date and continuing until terminated as set forth in Section 5 hereof. The term of the Executive's employment under this Agreement is hereafter referred to as "the term of this Agreement" or "the term hereof."

3. Capacity and Performance.

3.1. Offices. During the term hereof, the Executive shall serve the Company in the office of Chief Executive Officer. In such capacity, the Executive shall be responsible for the Company's operations and financial performance and the coordination of the Company's strategic direction. In addition, for as long as the Executive is employed by the Company and without further compensation, the Executive shall be nominated to serve as a member of the Company's Board of Directors (the "Board") and, if so elected by the Company's shareholders, shall serve as a member of the Board.

Further, for so long as the Executive is employed hereunder and without further compensation, the Executive shall serve as a director and officer of DPLLC and of one or more of the Company's other Affiliates, if so elected or appointed from time to time. The Executive shall be subject to the direction of the Board and shall have such other powers, duties and responsibilities consistent with the Executive's position as Chief Executive Officer as may from time to time be prescribed by the Board.

3.2. Performance. During the term hereof, the Executive shall be employed by the Company on a full-time basis and shall perform and discharge, faithfully, diligently and to the best of his ability, his duties and responsibilities hereunder. During the term hereof, the Executive shall devote his full business time exclusively to the advancement of the business and interests of the Company and its Affiliates and to the discharge of his duties and responsibilities hereunder. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental, political, charitable or academic position during the term of this Agreement, except for such directorships or other positions which he currently holds and has disclosed to the Company on Exhibit A hereof and except as otherwise may be approved in advance by the Board.

4. Compensation and Benefits. During the term hereof, as compensation for all services performed by the Executive under this Agreement and subject to performance of the Executive's duties and obligations to the Company and its Affiliates, pursuant to this Agreement or otherwise:

4.1. Base Salary. During the term hereof, the Company shall pay the Executive a base salary at the rate of Eight Hundred and Seventy-Five Thousand Dollars ($875,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to increase from time to time by the Board or the Compensation Committee thereof in its sole discretion. Such base salary, as from time to time increased, is hereafter referred to as the "Base Salary".

4.2. Bonus Compensation. During the term hereof, the Executive shall participate in the Company's Senior Executive Annual Incentive Plan or such other annual bonus plan maintained by the Company for its executives, as it may be amended from time to time pursuant to the terms thereof (the "Plan") and shall be eligible for annual bonus awards thereunder (each annual bonus award, a "Bonus"). For purposes of the Plan, the Executive shall be eligible for a Bonus, and the Executive's target Bonus opportunity shall be two hundred percent (200%) of the Base Salary. Whenever any Bonus payable to the Executive is stated in this Agreement to be prorated for any period of service less than a full year, such Bonus shall be prorated by multiplying (x) the amount of the Bonus actually earned and payable for the applicable fiscal year in accordance with this Sub-Section 4.2 by (y) a fraction, the denominator of which shall be 365 and the numerator of which shall be the number of days during the applicable fiscal year for which the Executive was employed by the Company as its Chief Executive

Officer. The Executive agrees and understands that any prorated Bonus payments will be made only after determination of the achievement of the applicable Performance Measures (as defined in the Plan or other performance objectives associated with the Bonus) by the Board or the Compensation Committee thereof in accordance with the terms of the Plan. Any compensation paid to the Executive as a Bonus shall be in addition to the Base Salary.

4.3. Equity and Other Incentive Compensation Awards.

4.3.1. Annual Grants. During the term hereof, the Executive shall be eligible for stock and other incentive compensation awards under the Company's 2004 Equity Incentive Plan, as it may be amended from time to time (the "Stock Plan"). The Executive shall be eligible to receive an annual grant of equity awards for fiscal year 2022 at the time that the Compensation Committee approves annual equity awards for executives of the Company generally, subject to the Executive's continued employment on such date, with such annual grant of equity awards to have a target value equal to 500% of the Base Salary, to be granted under the Stock Plan and evidenced by award agreements approved by the Compensation Committee and to have such terms and conditions to be determined by the Compensation Committee, including the form or forms of the equity awards to be so granted.

4.3.2. Change to Retirement Provisions in Existing and Future Awards. As a condition to accepting employment as the Company's Chief Executive Officer, Executive has agreed to modify the terms and conditions of (i) any and all previously issued and outstanding equity awards granted to him under the Stock Plan (which include performance-based restricted stock units, restricted stock units, performance-based restricted stock and non-qualified stock options (collectively, "Outstanding Awards")) and (ii) any and all future awards granted to him under the Stock Plan, including for the avoidance of doubt the annual equity grant provided for in Section 4.3.1 above, but only if such awards contain retirement vesting provisions substantially similar to those contained in award agreements for the Outstanding Awards in effect on the date hereof, by changing the age requirement for him to qualify for "retirement", "grandfathered retirement" or "early retirement" treatment, which accelerates the service-based vesting of any unvested equity granted under the Stock Plan, from age 55 to age 58 under circumstances in which the Executive terminates his employment with the Company without "Good Reason" pursuant to Section 5.6 below; provided that: (1) the Executive will still qualify for "retirement" or "grandfathered retirement" treatment on or after attainment of age 55 if his employment with the Company (a) is terminated as a result of his death pursuant to Section 5.1 below, (b) is terminated as a result of his disability pursuant to Section 5.2 below, (c) is terminated by the Company without Cause pursuant to Section 5.4 below, or (d) is terminated by the Executive for "Good Reason" pursuant to Section 5.5 below; and (2) for the avoidance of doubt, the foregoing change is only intended to limit the Executive's right to enjoy the benefit of accelerated service-based vesting for purposes of "retirement", "grandfathered retirement” or “early retirement” treatment as described above, and is not intended to modify in any respect or to limit in any way the Executive’s right to exercise any vested stock options in accordance with the original terms of any existing or future award agreement upon the Executive’s qualification for “retirement”, “grandfathered retirement” or “early retirement” without regard to the changes contemplated in this Subsection 4.3.2 on or after attainment of age 55. Except as otherwise provided for in this Subsection 4.3.2, the terms and conditions of all equity award agreements evidencing the Outstanding Awards under the Stock Plan shall remain unchanged and in full force and effect.

4.4. Vacations. During the term hereof, the Executive shall be entitled to accrue four (4) weeks of vacation per annum, to be taken at such times and intervals as shall be determined by the Executive, subject to the reasonable business needs of the Company. The Executive may not accumulate or carry over from one (1) calendar year to another any unused, accrued vacation time. The Executive shall not be entitled to compensation for vacation time not taken. In addition, the Executive shall be entitled to five (5) days of emergency/medical PTO per calendar year.

4.5. Other Benefits.

4.5.1. During the term hereof and subject to any contribution therefor generally required of executives of the Company or the Principal Subsidiary, as applicable, the Executive shall be entitled to participate in all employee benefit plans, including without limitation any 401(k) plan, from time to time adopted by the Board and in effect for executives of the Company or the Principal Subsidiary, as applicable, generally (except to the extent such plans are in a category of benefit otherwise provided the Executive hereunder). Such participation shall be subject to (i) the terms of the applicable plan documents, (ii) generally applicable policies of the Company or the Principal Subsidiary, as applicable and (iii) applicable law. Each of the Company and the Principal Subsidiary may alter, modify, add to or delete any aspects of its employee benefit plans at any time as the Board, in its sole judgment, determines to be appropriate.

4.5.2. For the avoidance of doubt, as of the Effective Date, during the term hereof and subject to any contribution therefor generally required of executives of the Company or the Principal Subsidiary, as applicable, the Executive and his dependents shall be entitled to participate in the Company’s health plan in accordance with the terms of the applicable plan documents and applicable law.

4.6. Business Expenses. The Company shall pay or reimburse the Executive for all reasonable business expenses, including without limitation the cost of first class air travel, incurred or paid by the Executive in the performance of his duties and responsibilities hereunder, subject to (i) any expense policy of the Company or the

Principal Subsidiary, as applicable, set by the Board from time to time, other than with respect to first class air travel, and (ii) such reasonable substantiation and documentation requirements as may be specified by the Board from time to time. All business expenses eligible for payment or reimbursement hereunder shall be paid or reimbursed by the end of the calendar year in which the expenses are incurred (or, if the expense is submitted within thirty (30) days prior to the end of the calendar year, within thirty (30) days following such submission). Pursuant to Section 409A of the Code ("Section 409A"), the amount of expenses eligible for payment or reimbursement during a calendar year shall not affect expenses eligible for reimbursement in another calendar year, and the Executive's right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit.

4.7. Miscellaneous.

4.7.1. The Company shall pay or reimburse the Executive for his business association dues and expenses up to Twenty Thousand Dollars ($20,000) per year, with Board approval of any material increase in cost above such amount. Such reimbursement shall occur no later than the end of the calendar year in which the dues and expenses are incurred.

4.7.2. The Company shall provide the Executive with directors and officers insurance and personal liability protection described on Exhibit B.

4.7.3. The Company acknowledges its obligation to furnish the Executive (which for purposes of this Sub-Section 4.7.3 includes the Executive's spouse, family and guests when accompanying him), with transportation during the term hereof that provides him with security to address bona fide business-oriented security concerns, and shall, at the Company's expense, make available to the Executive, Company or other private aircraft for business and personal use at his discretion, provided that any such personal use shall be limited to forty-five (45) hours per calendar year (the "Yearly Aircraft Hours"). For personal use of the Company or other private aircraft in excess of the Yearly Aircraft Hours, the Executive shall be subject to a usage level and cost to be negotiated with the Board from time to time at rates in accordance with Standard Industrial Fare Level rates stipulated by the U.S. Department of Transportation or in the Time Sharing Agreement dated as of the date hereof, as may be amended from time to time, between the Executive and the Principal Subsidiary (the "Time Sharing Agreement").

4.7.4. Upon receiving the prior written approval of the Board or the Compensation Committee thereof authorizing the Executive to join a particular airline club, the Company shall pay or reimburse the Executive for dues for not less than two (2) nor more than four (4) airline clubs, provided that such club memberships serve a direct business purpose and subject to such reasonable substantiation and documentation requirements as to cost and purpose as may be specified by the Company from time to time.

4.7.5. The Company shall annually pay for or reimburse the Executive for the cost of a physical examination and health evaluation performed by a licensed medical doctor, subject to such reasonable substantiation and documentation requirements as to cost as may be specified by the Company from time to time.

4.7.6. The Company shall pay or reimburse the Executive for his reasonable legal fees and expenses incurred in connection with the review of this Agreement and other agreements referred to herein in an aggregate amount not to exceed Ten Thousand Dollars ($10,000). Such payment or reimbursement shall occur as soon as reasonably practicable and in no event later than the last day of the calendar year following the calendar year in which such fees and expense were incurred.

5. Termination of Services and Severance Benefits. The Executive's services hereunder shall continue until terminated under the circumstances set forth below:

The Company and the Executive shall use reasonable efforts to take all steps necessary (including with regard to any post-termination services by the Executive) to ensure that any termination described in this Section 5 constitutes a "separation from service" within the meaning of Section 409A.

5.1. Death. In the event of the Executive's death during the term hereof, the Executive's employment hereunder shall immediately and automatically terminate, and the Company shall pay to the Executive's designated beneficiary (or, if no beneficiary has been designated by the Executive, to his estate) within thirty (30) days following death (or at such earlier time as may be required by applicable law), any Base Salary earned but unpaid through the date of death, any Bonus for the fiscal year preceding the year in which death occurs that was earned but has not yet been paid and, at the times the Company pays its executives bonuses in accordance with its general payroll policies, but no later than two and one half (2½) months following the fiscal year in which earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of the Executive's death (pro-rated in accordance with Sub-Section 4.2).

5.2. Disability.

5.2.1. The Company may terminate the Executive's employment hereunder, upon notice to the Executive, in the event that the Executive becomes disabled during his employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of his duties and responsibilities hereunder for an aggregate of one hundred twenty (120) days during any period of three hundred sixty-five (365) consecutive calendar days; provided, that if the Executive incurs a leave of absence due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, the Executive, unless he earlier returns to service (at a level of service inconsistent with a separation from service under Section 409A) or his employment is earlier terminated, shall in all events be deemed to have separated from service not later than by the end of the twenty-ninth (29th) month, commencing with the commencement of such leave of absence.

5.2.2. The Board may designate another employee to act in the Executive's place during any period of the Executive's disability. Notwithstanding any such designation, the Executive shall continue to receive the Base Salary in accordance with Sub-Section 4.1 and to receive benefits in accordance with Sub-Section 4.5, to the extent permitted by the then current terms of the applicable benefit plans and applicable law, until the Executive becomes disabled within the meaning of Section 409A or until the termination of his employment, whichever shall first occur. Upon becoming so disabled, or upon such termination, whichever shall first occur, the Company shall promptly and in all events within thirty (30) days (or at such earlier time as may be required by applicable law), pay to the Executive any Base Salary earned but unpaid through the date of such eligibility or termination and any Bonus for the fiscal year preceding the year of such eligibility or termination that was earned but unpaid. In addition, at the times the Company pays its executives bonuses generally, but no later than two and one half (2 ½) months after the end of the fiscal year in which the Bonus is earned, the Company shall pay the Executive an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such eligibility or termination (prorated in accordance with Sub-Section 4.2). During the eighteen (18)-month period from the date of such disability (as determined under Section 409A), the Company shall pay the Executive, at its regular pay periods, an amount equal to the difference between the Base Salary and the amounts of any disability income benefits that the Executive receives in respect of such period.

5.2.3. Except as provided in Sub-Section 5.2.2, while receiving disability income payments under any disability income plan maintained by the Company, the Executive shall not be entitled to receive any Base Salary under Sub-Section 4.1 or Bonus payments under Sub-Section 4.2 but shall continue to participate in benefit plans of the Company in accordance with Sub-Section 4.5 and the terms of such plans and applicable law, until the termination of his employment. During the eighteen (18)-month period from the date of disability (as determined under Section 409A) or termination, whichever shall first occur, the Company shall contribute to the cost of the Executive's participation in group medical plans of the Company, provided that the Executive is entitled to continue such participation under applicable law and plan terms.

5.2.4. If any question shall arise as to whether during any period the Executive is disabled through any illness, injury, accident or condition of either a physical or psychological nature so as to be unable to perform his duties and responsibilities hereunder as Chief Executive Officer, the Executive may, and at the request of the Company shall, submit to a medical examination by a physician selected by the Company to whom the Executive or his duly appointed guardian, if any, has no reasonable objection to determine whether the Executive is so disabled and such determination shall for the purposes of this Agreement be conclusive of the issue, subject to any requirements under Section 409A, if applicable. If such question shall arise and the Executive shall fail to submit to such medical examination, the Board's determination of the issue shall be binding on the Executive. In the event that the Executive's employment is terminated due to disability pursuant to this Sub-Section 5.2, the Executive shall be entitled to retain any vested, outstanding equity grants under the Stock Plan, in accordance with the terms thereof and any applicable award agreement, and the compensation set forth in Sub-Section 5.4 below, provided that the Executive shall be entitled to no duplicative benefits between Sub-Sections 5.2 and 5.4.

5.3. By the Company for Cause. The Company may terminate the Executive's employment hereunder for Cause at any time upon notice to the Executive setting forth in reasonable detail the nature of such Cause. The following events or conditions shall constitute "Cause" for termination: (i) the Executive's willful failure to perform (other than by reason of disability), or gross negligence in the performance of, his duties to the Company or any of its Affiliates, and the Executive does not cure such failure or negligence within the twenty-five (25) day period immediately following his receipt of such written allegations from the Board, (ii) the commission of fraud, embezzlement or theft by the Executive with respect to the Company or any of its Affiliates; or (iii) the conviction of the Executive of, or plea by the Executive of nolo contendere to, any felony or any other crime involving dishonesty or moral turpitude. Upon the giving of notice of termination of the Executive's employment hereunder for Cause, the Company shall have no further obligation or liability to the Executive hereunder, other than for Base Salary earned but unpaid through the date of termination. Without limiting the generality of the foregoing, the Executive shall not be entitled to receive any Bonus amounts which have not been paid prior to the date of termination.

5.4. By the Company other than for Cause. The Company may terminate the Executive's employment hereunder other than for Cause at any time upon notice to the Executive. In the event of such termination, the Company shall pay the Executive (i) Base Salary earned but unpaid through the date of termination, plus (ii) severance payments for a period to end twenty-four (24) months after the termination date (the "Severance Term"), of which (a) the first severance payment shall be made on the date that is six (6) months from the date of termination and in an amount equal to six (6) times the Executive's monthly base compensation in effect at the time of such termination and (b) the balance of the severance shall be paid in accordance with the Company's then current payroll practices (currently biweekly payments) over the next eighteen (18) months through the date that is twenty-four (24) months from the date of termination, each such payment (after the first payment) in an amount equal to the Base Salary in effect at the time of such termination dependent on payroll practices of the Company (i.e., 1/12th of the Base Salary, 1/24th of the Base Salary, 1/26th of Base Salary, etc.), plus (iii) promptly following termination and in all events within thirty (30) days thereof, any unpaid portion of any Bonus for the fiscal year preceding the year in which such termination occurs that was earned but has not been paid, plus (iv) at the times the Company pays its executives bonuses generally, but no later than two and one half (2½) months after the end of the fiscal year in which the Bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (pro-rated in accordance with Sub-Section 4.2), plus (v) vested, outstanding equity grants under the Stock Plan, in accordance with the terms thereof and any applicable award agreements.

5.5. By the Executive for Good Reason. The Executive may terminate his employment hereunder for Good Reason, provided that (a) the Executive provides written notice to the Board, setting forth in reasonable detail the nature of the condition giving rise to Good Reason, within ninety (90) days of the initial existence of such condition, (b) the condition remains uncured by the Company for a period of thirty (30) days following such notice and (c) the Executive terminates his employment, if at all, not later than thirty (30) days after the expiration of such cure period. The following shall constitute "Good Reason" for termination by the Executive: (i) failure of the Company to continue the Executive in the position of Chief Executive Officer or to nominate the Executive to serve as a member of the Board as provided in Section 3.1 of this Agreement; provided, however, that the Company's failure to nominate Executive as a member of the Board shall not constitute Good Reason if such failure occurs in connection with the sale or other disposition of the Company; (ii) material diminution in the nature and scope of the Executive's responsibilities, duties or authority, provided, however, that the Company's failure to continue the Executive's appointment or election as a director or officer of any of its Affiliates and any diminution of the business of the Company or any of its Affiliates shall not constitute Good Reason; (iii) material failure of the Company to provide the Executive the Base Salary and benefits (including Company-sponsored fringe benefits) in accordance with the terms of Section 4 hereof; or (iv) relocation of the Executive's office to an area outside a fifty (50) mile radius of the Company's current headquarters in Ann Arbor, Michigan. In the event of termination in accordance with this Sub-Section 5.5, then the Company shall pay the Executive the amounts specified in Sub-Section 5.4.

5.6. By the Executive Other than for Good Reason. The Executive may terminate his employment hereunder at any time upon ninety (90) days' notice to the Company. In the event of termination of the Executive pursuant to this Sub-Section 5.6, the Board may elect to waive the period of notice, or any portion thereof. The Company will pay the Executive his Base Salary for the notice period, except to the extent so waived by the Board. Upon the giving of notice of termination of the Executive's employment hereunder pursuant to this Sub-Section 5.6, the Company shall have no further obligation or liability to the Executive, other than (i) payment to the Executive of his Base Salary for the period (or portion of such period) indicated above and (ii) at the times the Company pays its executives bonuses generally, no later than two and one-half (2½) months after the end of the fiscal year in which earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (pro-rated in accordance with Sub-Section 4.2), plus any vested, outstanding equity grants under the Stock Plan, in accordance with the terms thereof and any applicable award agreements.

5.7. Post-Agreement Employment. In the event the Executive remains in the employ of the Company or any of its Affiliates following termination of this Agreement, then such employment shall be at will.

6. Effect of Termination. The provisions of this Section 6 shall apply in the event of any termination of the Executive's employment hereunder pursuant to Section 5.

6.1. Delayed Payments for Specified Employees. Notwithstanding the provisions of Section 5 above, if the Executive is a "specified employee" as defined in Section 409A, determined in accordance with the methodology established by the Company as in effect on the Executive's termination, amounts not then exempt from Section 409A that otherwise would have been payable and benefits not then exempt from Section 409A that otherwise would have been provided under Section 5 during the six- (6-) month period following the Executive's termination, shall instead be paid, with interest at the applicable federal rate, determined under Code Section 7872(f)(2)(A), and the delayed payments shall be aggregated and paid in a lump sum (or provided in the case of non-exempt benefits) on the first business day after the date that is six (6) months following the Executive's "separation from service" within the meaning of Section 409A (after giving effect to the presumptions contained therein), or upon the Executive's death, if earlier. Thereafter, the Executive shall receive any remaining payments and benefits as if there had been no earlier delay.

6.2. Payment in Full. Payment by the Company of any Base Salary, Bonus or other specified amounts that are due the Executive under the applicable termination provision of Section 5 shall constitute the entire obligation of the Company and its Affiliates to the Executive, except that nothing in this Sub-Section 6.2 is intended or shall be construed to affect the rights and obligations of the Company and its Affiliates, on the one hand, and the Executive, on the other, with respect to the Stock Plan or any other equity plan or award agreements thereunder or any other agreements to the extent said rights or obligations survive termination of employment under the provision of documents relating thereto.

6.3. Termination of Benefits. If the Executive's employment is terminated by the Company without Cause, or if the Executive terminates employment with the Company for Good Reason, and provided that Executive elects continuation of health coverage pursuant to Section 601 through 608 of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), the Company shall pay the Executive or pay directly to the COBRA administrator, at the election of the Company, an amount equal to the monthly COBRA premiums for the Severance Term; provided, however, that such payments will cease upon the Executive's entitlement to other health insurance without charge. Except for medical insurance coverage continued pursuant to Section 5.2 hereof, all other benefits shall terminate pursuant to the terms of the applicable benefit plans based on the date of termination of the Executive's employment without regard to any continuation of Base Salary or other payments to the Executive following termination of employment. Notwithstanding the foregoing, in the event that the Company's payment or reimbursement under this Section 6.2 would subject the Executive or the Company to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("Section 105(h)"), or applicable regulations or guidance issued under the ACA or Section 105(h), the Executive and the Company agree to work together in good faith, consistent with the requirements for compliance with or exemption from Section 409A, to restructure such benefit.

6.4. Survival of Certain Provisions; Release of Claims. Provisions of this Agreement shall survive any termination of employment if so provided herein or if necessary or desirable fully to accomplish the purpose of other surviving provisions, including, without limitation, the obligations of the Executive under Sections 7 and 8 hereof. The obligation of the Company to make payments to or on behalf of the Executive under Sub-Sections 5.2, 5.4 or 5.5 hereof (other than any Base Salary that is earned but unpaid through the date of termination) is expressly conditioned upon (a) the Executive's continued full performance of obligations under Sections 7 and 8 hereof and (b) the Executive's execution of a timely and effective general release of claims in a form provided by the Company at the time of termination, which general release of claims must become effective, if at all, within sixty (60) days following termination of the Executive's employment. The Executive recognizes that, except as expressly provided in Sub-Sections 5.2, 5.4 or 5.5, no compensation or benefits are earned after termination of employment.

7. Confidential Information; Intellectual Property.

7.1. Confidentiality. The Executive acknowledges that the Company and its Affiliates continually develop Confidential Information; that the Executive has developed and will continue to develop Confidential Information for the Company and its Affiliates and that the Executive has learned and will continue to learn of Confidential Information during the course of employment. The Executive will comply with the policies and procedures of the Company and its Affiliates for protecting Confidential Information and shall never use or disclose to any Person (except as required by applicable law or for the proper performance of his duties and responsibilities to the Company and its Affiliates) any Confidential Information obtained by the Executive incident to his employment or other association with the Company or any of its Affiliates. The Executive understands that this restriction shall continue to apply after his employment terminates, regardless of the reason for such termination. For the avoidance of doubt, (a) nothing contained in this Agreement limits, restricts or in any other way affects the Executive's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to such governmental agency or entity and (b) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed under seal in a lawsuit or other proceeding; provided, however, that notwithstanding this immunity from liability, the Executive may be held liable if he unlawfully accesses trade secrets by unauthorized means.

7.2. Return of Documents. All documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of the Company or any of its Affiliates and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by the Executive, shall be the sole and exclusive property of the Company and its Affiliates. The Executive shall safeguard all Documents and shall surrender to the Company at the time his employment terminates, or at such earlier time or times as the Board or its designee may specify, all Documents then in the Executive's possession or control.

7.3. Assignment of Rights to Intellectual Property. The Executive shall promptly and fully disclose all Intellectual Property to the Company. The Executive hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) the Executive's full right, title and interest in and to all Intellectual Property. The Executive agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company (or as otherwise directed by the Company) and to permit the Company to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Executive will not charge the Company or any of its Affiliates for time spent in complying with these obligations. All copyrightable works that the Executive creates during his employment with the Company shall be considered "work made for hire" and will, upon creation, be owned exclusively by the Company.

8. Restricted Activities.

8.1. Agreement not to Compete. The Executive agrees that during the Executive's employment hereunder and for a period of twenty-four (24) months following the date of termination thereof, regardless of the reason for termination (the "Non-Competition Period"), he will not, directly or indirectly, own, manage, operate, control or participate in any manner in the ownership, management, operation or control of, or be connected as an officer, employee, partner, director, principal, member, manager, consultant, agent or otherwise with, or have any financial interest in, or aid or assist anyone else in the conduct of, any business, venture or activity which competes with, any business, venture or activity being conducted or actively being planned to be conducted by the Company or any of its Affiliates or being conducted or known by the Executive to be actively being planned to be conducted by a group or division of the Company or any of its Affiliates, at or prior to the date (the "Date of Termination") on which the Executive's employment under this Agreement is terminated, in the United States or any other geographic area where such business is being conducted or actively being planned to be conducted at or prior to the Date of Termination. Notwithstanding the foregoing, passive ownership of not more than five percent (5%) of any class of equity security of any publicly held corporation shall not, of itself, constitute a violation of this Section 8.1.

8.2. Agreement Not to Solicit or Hire Employees or to Solicit Franchisees or Vendors. The Executive agrees that, during employment and during the Non-Competition Period, he will not, directly or indirectly, (a) recruit or hire or otherwise seek to induce any employees or individual independent contractors (including franchisees) of the Company or any of the Company's Affiliates (including any Person who was such within the immediately preceding six (6)-month period) to terminate his or her employment or engagement or violate any agreement with or duty to the Company or any of the Company's Affiliates, or (b) solicit or encourage any franchisee or vendor of the Company or of any of the Company's Affiliates (including any Person who was such within the immediately preceding six (6)-month period) to terminate or diminish its relationship with any of them or to violate any agreement with any of them, or, in the case of a franchisee, to conduct with any Person any business or activity that such franchisee conducts or could conduct with the Company or any of the Company's Affiliates.

8.3. Agreement Not to Disparage. The Executive agrees that, during employment and at all times thereafter, he will not disparage or criticize the Company, its Affiliates, their business, their management or their products or services, and he will not otherwise do or say anything that could disrupt the good morale of employees of the Company or any of its Affiliates or harm the interests or reputation of the Company or any of its Affiliates.

9. Enforcement of Covenants. The Executive acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including without limitation the restraints imposed upon him pursuant to Sections 7 and 8 hereof. The Executive agrees that said restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. The Executive further acknowledges that, were he to breach any of the covenants or agreements contained in Sections 7 or 8 hereof, the damage to the Company and its Affiliates could be irreparable. The Executive therefore agrees that the Company and its Affiliates, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any of said covenants or agreements, without having to post bond. The parties further agree that in the event that any provision of Section 7 or 8 hereof shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

10. Conflicting Agreements. The Executive hereby represents and warrants that the execution of this Agreement and the performance of his obligations hereunder will not breach or be in conflict with any other agreement to which or by which the Executive is a party or is bound and that the Executive is not now subject to any covenants against competition or solicitation or similar covenants or other obligations that would affect the performance of his obligations hereunder. The Executive will not disclose to or use on behalf of the Company or any of its Affiliates any proprietary information of a third party without such party's consent.

11. Definitions. Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this Section 11 and as provided elsewhere herein. For purposes of this Agreement, the following definitions apply:

11.1. Affiliates. "Affiliates" means the Principal Subsidiary and all other persons and entities controlling, controlled by or under common control with the Company, where control may be by management authority or equity interest.

11.2. Code. "Code" means the Internal Revenue Code of 1986, as amended.

11.3. Confidential Information. "Confidential Information" means any and all information of the Company and its Affiliates that is not generally known by the public. Confidential Information includes without limitation such information relating to (i) the products and services sold or offered by the Company or any of its Affiliates (including without limitation recipes, production processes and heating technology), (ii) the costs, sources of supply, financial performance and strategic plans of the Company and its Affiliates, (iii) the identity of the suppliers of the Company and its Affiliates and (iv) the people and organizations with whom the Company or any of its Affiliates have business relationships and those relationships. Confidential Information also includes information that the Company or any of its Affiliates have received belonging to others with any understanding, express or implied, that it would not be disclosed.

11.4. ERISA. "ERISA" means the federal Employee Retirement Income Security Act of 1974, as amended, or any successor statute, and the rules and regulations thereunder, and, in the case of any referenced section thereof, any successor section thereto, collectively and as from time to time amended and in effect.

11.5. Intellectual Property. "Intellectual Property" means inventions, discoveries, developments, methods, processes, compositions, works, concepts, recipes and ideas (whether or not patentable or copyrightable or constituting trade secrets or trademarks or service marks) conceived, made, created, developed or reduced to practice by the Executive (whether alone or with others, whether or not during normal business hours or on or off Company premises) during the Executive's employment that relate to either to the business activities or any prospective activity of the Company or any of its Affiliates or that result from any work performed by the Executive for the Company or any of its Affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its Affiliates.

11.6. Person. "Person" means an individual, a corporation, an association, a partnership, a limited liability company, an estate, a trust and any other entity or organization, other than the Company or any of its Affiliates.

12. Withholding. All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law.

13. Section 409A. Payments and benefits provided under this Agreement are intended to be exempt from or comply with Section 409A and are to be interpreted and construed accordingly. For purposes of Section 409A, each installment of payments and benefits provided hereunder is intended to be treated as a separate payment, and any references in this Agreement to "employment termination," "termination from employment" or phrases of like kind are intended to mean "separation from service" as defined under Section 409A. Notwithstanding any other provision of this Agreement, the parties hereto agree to take all actions (including adopting amendments to this Agreement) as are required to comply with or minimize any potential additional taxes and/or interest charges to the Executive as may be imposed under Section 409A with respect to any payment or benefit due the Executive hereunder (including the delay in some or all payments until the seventh month after the Executive's termination of employment).

14. Miscellaneous.

14.1. Assignment. Neither the Company nor DPLLC nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company or DPLLC may assign its rights and obligations under this Agreement without the consent of the Executive to any of the Company's Affiliates or in the event that the Company or the Principal Subsidiary shall hereafter affect a reorganization, consolidate with, or merge into, any other Person or transfer all or substantially all of its properties or assets to any other Person, in which event such other Person shall be deemed the "Company" or the "Principal Subsidiary" hereunder, as applicable, for all purposes of this Agreement; provided, further, that nothing contained herein shall be construed to place any limitation or restriction on the transfer of the Company's common stock in addition to any restrictions set forth in any stockholder agreement applicable to the holders of such shares. This Agreement shall inure to the benefit of and be binding upon the Company, the Principal Subsidiary and the Executive, and their respective successors, executors, administrators, representatives, heirs and permitted assigns.

14.2. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the application of such provision in such circumstances shall be deemed modified to permit its enforcement to the maximum extent permitted by law, and both the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable and the remainder of this Agreement shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.3. Waiver; Amendment. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may be amended or modified only by a written instrument signed by the Executive and any expressly authorized representative of the Company and the Principal Subsidiary.

14.4. Notices. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, registered or certified, and addressed (a) in the case of the Executive, to:

Mr. Russell J. Weiner

Most recent address on file with the Company with a copy via mail and via e-mail to:

Margaret A. Hunter
Dykema Gossett PLLC
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304
e-mail: mhunter@dykema.com

or, (b) in the case of the Company and/or the Principal Subsidiary, at its principal place of business and to the attention of the Company's Board of Directors, with a copy to the General Counsel or (c) to such other address as any party may specify by notice to the other actually received.

14.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with the Company, its Affiliates or any of their predecessors, with respect to the terms and conditions of the Executive's employment, excluding, for the avoidance of doubt, the Time Sharing Agreement, any previously granted equity award agreements, and including without limitation, as of the Effective Date, the Employment Agreement by and between the Executive and the Principal Subsidiary, dated as of July 1, 2018 or the earlier version dated September 2, 2008 and the amendments thereto dated as of September 2, 2008 and July 26, 2010 (the "Prior Agreements"). Notwithstanding the foregoing, (i) the Prior Agreement will continue in full force and effect until the Effective Date and (ii) nothing contained in this Agreement will limit or supersede any prior effective assignment of intellectual property rights by the Executive to the Company or any of its Affiliates, under the Prior Agreements or otherwise. For the avoidance of doubt, the Executive hereby acknowledges and agrees that the termination of the Prior Agreements on the Effective Date will not constitute a termination of employment thereunder or entitle the Executive to any severance or other termination-related pay or benefits.

14.6. Headings. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

14.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

14.8. Joint and Several Liability. The Company and the Principal Subsidiary shall be jointly and severally liable for all payment obligations of the Company pursuant to this Agreement.

14.9. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic substantive laws of the State of Michigan without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

14.10. Consent to Jurisdiction. Each of the Company, the Principal Subsidiary and the Executive, by its or his execution hereof, (i) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of Michigan for the purpose of any claim or action arising out of or based upon this Agreement or relating to the subject matter hereof and (ii) hereby waives, to the extent not prohibited by applicable law, and agrees not to assert by way of motion, as a defense or otherwise, in any such claim or action, any claim that it or he is not subject personally to the jurisdiction of the above-named courts, that its or his property is exempt or immune from attachment or execution, that any such proceeding brought in the above-named courts is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each of the Company, the Principal Subsidiary and the Executive hereby consents to service of process in any such proceeding in any manner permitted by Michigan law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Sub-Section 14.4 hereof is reasonably calculated to give actual notice.

[Signature page immediately follows.]

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Company and the Principal Subsidiary by their respective duly authorized representatives, and by the Executive, as of the date first above written.

THE COMPANY:	**DOMINO'S PIZZA, INC.**	
	By:	/s/ David A. Brandon
	Name:	David A. Brandon
	Title:	Chairman of the Board of Directors
PRINCIPAL SUBSIDIARY:	**DOMINO'S PIZZA LLC**	
	By:	/s/ Richard E. Allison, Jr.
	Name:	Richard E. Allison, Jr.
	Title:	Chief Executive Officer
THE EXECUTIVE:		/s/ Russell J. Weiner
	Name:	Russell J. Weiner

Exhibit A

Russell J. Weiner
CURRENT ACTIVITIES
February 24, 2022

- Board of Directors, The Clorox Company
- Cornell College of Arts & Sciences Advisory Council
- ALSAC/St Jude Research Hospital – CEO’s Professional Advisory Board
- Board of Directors, GENYOUth

Exhibit B

D&O INSURANCE AND PERSONAL LIABILITY PROTECTION

The Company shall provide the Executive with the coverage described in this Exhibit B or such other coverage as the Company shall from time to time select that shall be not substantially less favorable to the Executive than the coverage described herein.

TIME SHARING AGREEMENT

The Agreement, made and entered into as of February 24, 2022 and effective as of May 1, 2022 (the "Effective Date"), is by and between Domino's Pizza LLC, a limited liability company organized and existing under the laws of the State of Michigan ("Domino's") and Russell J. Weiner ("User").

WITNESSETH:

WHEREAS, Domino's is the owner of one (1) Dassault Falcon 2000EX aircraft bearing FAA Registration Number N147CJ and Manufacturer's Serial Number 147 (the "Aircraft"); and

WHEREAS, User desires use of the Aircraft on a limited basis; and

WHEREAS, Domino's desires to make the Aircraft available to User on a time sharing basis in accordance with §91.501 of the Federal Aviation Regulations (the "FARs").

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Provision of Aircraft. Domino's agrees to provide the Aircraft to User on a time sharing basis in accordance with the provisions of 91.501(b)(6), 91.501(c)(1) and 91.501(d) of the FARs for a term of one (1) year commencing on the Effective Date. The term shall be automatically extended for additional one (1)-year terms on the same conditions as set forth herein unless earlier terminated pursuant to Paragraph 15 below.

2. Annual Provision for Personal Usage. While User is employed under the Employment Agreement by and among Domino's, Domino's Pizza, Inc. and User, dated as of the date hereof (the "Employment Agreement"), Domino's agrees, at Domino's expense, to make available to User (and his family and guests when traveling with him), the Aircraft for personal use at his discretion, provided that any such personal use shall be limited to forty-five (45) hours per year (the "Yearly Aircraft Hours"). For personal use of the Aircraft in excess of the Yearly Aircraft Hours, User shall reimburse Domino's in accordance with Paragraph 3 below.

3. Reimbursement of Expenses. For each flight conducted under this Agreement for personal use of the Aircraft in excess of the Yearly Aircraft Hours, User shall pay Domino's the sum of the expenses of operating such flight to the extent prescribed by FAR 91.501(d), i.e., the sum of the expenses set forth in subparagraphs (a) - (k) below:

(a) Fuel, oil, lubricants, and other additives;

(b) Travel expenses of the crew, including food, lodging, and ground transportation;

(c) Hangar and tie-down costs away from the Aircraft's base of operation;

(d) Insurance obtained for the specific flight;

(e) Landing fees, airport taxes, and similar assessments;

(f) Customs, foreign permit, and similar fees directly related to the flight;

(g) In-flight food and beverages;

(h) Passenger ground transportation;

(i) Federal excise taxes;

(j) Flight planning and weather contract services; and

(k) An additional charge equal to one hundred percent (100%) of the expenses listed in subparagraph (a) above.

4. Invoicing and Payment. All payments to be made to Domino's by User hereunder shall be paid in the manner set forth in this Paragraph 4. Domino's will pay to suppliers, employees, contractors and governmental entities all expenses related to the operation of the Aircraft hereunder in the ordinary course. As to each flight operated hereunder, Domino's shall provide to User an invoice for the charges specified in Paragraph 3 of this Agreement (plus domestic or international air transportation excise taxes, as applicable, imposed by the Internal Revenue Code or other governmental charges which are collected by Domino's as operator and remitted to the appropriate authority), such invoice to be issued by the thirtieth (30th) day of each calendar month for flights performed the preceding calendar month. User shall pay Domino's the full amount of such invoice within ten (10) days of the date of the invoice. In the event Domino's has not received supplier invoices for reimbursable charges listed in Paragraph 3 of this Agreement relating to such flight prior to such invoicing, Domino's shall issue supplemental invoice(s) for such charge(s) to User, and User shall pay such charge(s) within ten (10) days of the date of each supplemental invoice.

5. Flight Requests. User will provide Domino's with flight requests and proposed flight schedules as far in advance as possible and in any case at least twenty-four (24) hours in advance of User's desired departure. Flight requests shall be in a form, whether oral or written, mutually convenient to and agreed upon by the parties. In addition to proposed schedules and departure times, User shall provide at least the following information for each proposed flight reasonably in advance of the desired departure time as required by Domino's or its flight crew:

(a) departure point;

(b) destination;

(c) date and time of flight;

(d) number and identity of anticipated passengers;

(e) nature and extent of luggage and/or cargo to be carried;

(f) date and time of return flight, if any; and

(g) any other information concerning the proposed flight that may be pertinent to or required by Domino's or its flight crew.

6. Aircraft Scheduling. Domino's shall have final authority over all scheduling of the Aircraft, provided however that Domino's will use reasonable efforts to accommodate User's requests.

7. Aircraft Maintenance. As between the parties hereto, Domino's shall be solely responsible for securing scheduled and unscheduled maintenance, preventive maintenance and required or otherwise necessary inspections of the Aircraft, and shall take such requirements into account in scheduling the Aircraft. Performance of maintenance, preventive maintenance or inspection shall not be delayed or postponed for the purpose of scheduling the Aircraft unless such maintenance or inspection can safely be conducted at a later time in compliance with applicable laws, regulations and requirements, and such delay or postponement is consistent with the sound discretion of the pilot-in-command.

8. Flight Crew. Domino's shall provide, at its sole expense, qualified flight crew for all flight operations under this Agreement.

9. Operational Authority and Control. Domino's shall be responsible for the physical and technical operation of the Aircraft and the safe performance of all flights, and shall retain full authority and control including exclusive operational control and possession of the Aircraft at all times during the term of this Agreement. In accordance with applicable FARs, the qualified flight crew provided by Domino's will exercise all required duties and responsibilities in regard to the safety of each flight conducted hereunder. The pilot-in-command shall have absolute discretion in all matters concerning the preparation of the Aircraft for flight and the flight itself, the load carried and its distribution, the decision whether or not a flight shall be undertaken, the route to be flown, the place where landings shall be made, and all other matters relating to operation of the Aircraft. User specifically agrees that the flight crew shall have final and complete authority to delay or cancel any flight for any reason or condition which in the sole judgment of the pilot-in-command could compromise the safety of the flight, and to take any other action which in the sole judgment of the pilot-in-command is necessitated by considerations of safety. No such action of the pilot-in-command shall create or support any liability to User or any other person for loss, injury, damage or delay. The parties further agree that Domino's shall not be liable for delay or failure to furnish the Aircraft and crew pursuant to this Agreement when such failure is caused by government regulation or authority, mechanical difficulty or breakdown, war, terrorism, civil commotion, strikes or labor disputes, weather conditions, acts of God, or other circumstances beyond Domino's reasonable control.

10. Insurance and Limitation of Liability.

(a) Insurance. Domino's will maintain or cause to be maintained in full force and effect throughout the term of this Agreement aircraft liability insurance in respect of the Aircraft in an amount at least equal to $100 million combined single limit for bodily injury to or death of persons (including passengers) and property damage liability. Domino's shall use best efforts to procure such additional insurance coverage as User may request naming User as an additional insured; provided, that the cost of such additional insurance shall be borne by User pursuant to Paragraph 3(d) hereof.

(b) Limitation of Liability. User agrees that the insurance specified in Paragraph 10(a) of this Agreement shall provide the sole recourse for all claims, losses, liabilities, obligations, demands, suits, judgments or causes of action, penalties, fines, costs and expenses of any nature whatsoever, including attorneys' fees and expenses for or on account of or arising out of, or in any way connected with the use of the Aircraft by User or his guests, including injury to or death of any persons, including User or any of his guests which may result from or arise out of the use or operation of the Aircraft during the term of this Agreement. This Paragraph 10 shall survive termination of this Agreement.

11. Warranties. User warrants that:

(a) He will use the Aircraft under this Agreement for and only for his own account, including the carriage of his guests, and will not use the Aircraft for the purpose of providing transportation of passengers or cargo for compensation or hire;

(b) He will not permit any lien, security interest or other charge or encumbrance to attach against the Aircraft as a result of his action or inaction, and shall not convey, mortgage, assign, lease or in any way alienate the Aircraft or Domino's rights hereunder; and

(c) During the term of this Agreement, he will abide by and conform to and will cause all passengers to abide by and conform to all such laws, governmental and airport orders, rules, and regulations as shall from time to time be in effect relating in any way to the operation or use of the Aircraft under Part 91 of the FARs.

12. Base of Operations. For purposes of this Agreement, the base of operation of the Aircraft is Willow Run, Ypsilanti, Michigan; provided, that such base may be changed upon notice from Domino's to User.

13. Notices and Communications. All notices and other communications under this Agreement shall be in writing (except as permitted in Paragraph 5 of this Agreement) and shall be given (and shall be deemed to have been duly given upon receipt or refusal to accept receipt) by personal delivery, the next business day if given by facsimile (with a simultaneous confirmation copy sent by first class mail properly addressed and postage prepaid) or by a reputable overnight courier service, addressed as follows:

If to Domino's:

Domino's Pizza LLC
30 Frank Lloyd Wright Drive
Ann Arbor, Michigan 48106-099
Attn: General Counsel
Phone: (734) 930-3589
Email: kevin.morris@dominos.com

If to User:

Russell J. Weiner
Most recent address on file with the Company

or to such other person or address as either party shall from time to time designate by writing to the other party.

14. Further Acts. Domino's and User shall from time to time perform such other and further acts and execute such other and further instruments as may be required by law or may be reasonably necessary (i) to carry out the intent and purpose of this Agreement and (ii) to establish, maintain and protect the respective rights and remedies of the other party.

15. Successors and Assigns. Neither this Agreement nor any party's interest herein shall be assignable to any other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their representatives, successors and assigns.

16. Termination. Either party may terminate this Agreement for any reason upon written notice to the other, such termination to become effective ten (10) days from the date of the notice; provided, that this Agreement may be terminated as a result of a breach by either party of its obligations under this Agreement on ten (10) days written notice by the non-breaching party to the breaching party; and provided further, that this Agreement may be terminated on such shorter notice as may be required to comply with applicable laws, regulations, the requirements of any financial institution with a security or other interest in the Aircraft, insurance requirements or in the event the insurance required hereunder is not in full force and effect. Notwithstanding the foregoing, (i) this Agreement will automatically terminate in the event that User's employment under the Employment Agreement terminates for any reason and (ii) any outstanding obligations of User to Domino's under Paragraph 3 of this Agreement will survive any termination of this Agreement.

17. Governing Law. This Agreement shall be construed under and the legal relations between the parties shall be governed by the laws of the State of Michigan.

18. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

19. Amendment or Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and is not intended to confer upon any person or entity any rights or remedies hereunder which are not expressly granted herein. This Agreement may be amended or modified only in writing duly executed by the parties hereto.

20. TRUTH IN LEASING STATEMENT UNDER SECTION 91.23 OF THE FEDERAL AVIATION REGULATIONS.

(a) DOMINO'S HEREBY CERTIFIES THAT THE AIRCRAFT HAS BEEN INSPECTED AND MAINTAINED WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THIS AGREEMENT, OR SUCH SHORTER PERIOD AS DOMINO'S SHALL HAVE HAD POSSESSION OF THE AIRCRAFT, IN ACCORDANCE WITH THE PROVISIONS OF FAR PART 91 AND THAT ALL APPLICABLE REQUIREMENTS FOR THE MAINTENANCE AND INSPECTION THEREUNDER HAVE BEEN MET.

(b) DOMINO'S AGREES, CERTIFIES, AND KNOWINGLY ACKNOWLEDGES THAT WHEN THE AIRCRAFT IS USED UNDER THIS AGREEMENT, DOMINO'S SHALL BE KNOWN AS, CONSIDERED, AND SHALL IN FACT BE THE OPERATOR OF THE AIRCRAFT.

Domino's Pizza LLC
30 Frank Lloyd Wright Drive
Ann Arbor, Michigan 48106-099

(c) THE PARTIES UNDERSTAND THAT AN EXPLANATION OF FACTORS AND PERTINENT FEDERAL AVIATION REGULATIONS BEARING ON OPERATIONAL CONTROL CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GADO, OR ACDO. DOMINO'S AGREES TO SEND AN EXECUTED COPY OF THIS AGREEMENT FOR AND ON BEHALF OF BOTH PARTIES TO: FLIGHT STANDARDS TECHNICAL DIVISION, P.O. BOX 25724, OKLAHOMA CITY, OKLAHOMA 73125, WITHIN TWENTY-FOUR (24) HOURS OF ITS EXECUTION, AS PROVIDED BY FAR 91-23(c)(1).

[Signature page immediately follows.]

IN WITNESS WHEREOF, the parties hereto have caused the signature of their authorized representatives to be affixed below on the day and year first above written. The persons signing below warrant their authority to sign.

DOMINO’S PIZZA LLC

By: /s/ Richard E. Allison, Jr.
Name: Richard E. Allison, Jr.
Title: Chief Executive Officer

USER:

By: /s/ Russell J. Weiner
Name: Russell J. Weiner

EXECUTION VERSION

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made as of this February 25, 2022 and will become effective as of 12:00 AM Midnight on April 1, 2022 (the "Effective Date"), by and between **Domino's Pizza LLC**, a Michigan limited liability company (the "Company"), on the one hand, and **Mr. Sandeep Reddy**, who currently resides at XXXXXX (the "Executive"), on the other hand.

RECITALS

1. The Executive has experience and expertise required by the Company and its Affiliates.
2. Subject to the terms and conditions hereinafter set forth, the Company therefore wishes to employ the Executive as its Executive Vice President, Chief Financial Officer, and the Executive wishes to accept such employment.

AGREEMENT

NOW, THEREFORE, for valid consideration received, the parties agree as follows:

1. Employment. Subject to the terms and conditions set forth in this Agreement, the Company offers and the Executive accepts employment hereunder effective as of the Effective Date.
2. Term. This Agreement shall commence on the Effective Date and shall remain in effect for an indefinite time until terminated by either party as set forth in Section 5 hereof (the term of this Agreement, the "Term").
3. Capacity and Performance.

3.1 Offices. During the Term, the Executive shall serve the Company as its Executive Vice President, Chief Financial Officer. The Executive shall have such other powers, duties and responsibilities consistent with the Executive's position as Executive Vice President, Chief Financial Officer as may from time to time be prescribed by the Chief Executive Officer of the Company (the "CEO").

3.2 Performance. During the Term, the Executive shall be employed by the Company on a full-time basis and shall perform and discharge, faithfully, diligently and to the best of his/her ability, his/her duties and responsibilities hereunder. During the Term, the Executive shall devote his/her full business time exclusively to the advancement of the business and interests of the Company and its Affiliates and to the discharge of his/her duties and responsibilities hereunder. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental, political, charitable or academic position during the Term, except for such directorships or other positions which he/she currently holds and has disclosed to the CEO on Exhibit A hereof and except as otherwise may be approved in advance by the CEO.

4. Compensation and Benefits. During the Term, as compensation for all services performed by the Executive under this Agreement and subject to performance of the Executive's duties and obligations to the Company and its Affiliates, pursuant to this Agreement or otherwise, the Executive shall receive the following:

4.1 Base Salary. During the Term, the Company shall pay the Executive a base salary at the rate of Six Hundred and Seventy-Five Thousand Dollars ($675,000) per year, payable in accordance with the payroll practices of the Company for its executives and subject to such increases as the Board of Directors of the Company or the Compensation Committee (the "Compensation Committee") of the Board of Directors of the Company (the "Board") in its sole discretion may determine from time to time (the "Base Salary").

4.2 Bonus Compensation.

4.2.1 During the Term, the Executive shall participate in the Company's Senior Executive Annual Incentive Plan or such other annual bonus plan maintained by the Company for its executives, as it may be amended from time to time pursuant to the terms thereof (the "Plan") and shall be eligible for annual bonus awards thereunder (each annual bonus award, a "Bonus"). For purposes of the Plan, the Executive shall be eligible for a Bonus, and the Executive's specified percentage (the "Specified Percentage") for such Bonus shall be one hundred percent (100%) of Base Salary. Whenever any Bonus payable to the Executive is stated in this Agreement to be prorated for any period of service less than a full year, such Bonus shall be prorated by multiplying (x) the amount of the Bonus otherwise earned and payable for the applicable fiscal year in accordance with this Sub-Section 4.2 by (y) a fraction, the denominator of which shall be three hundred and sixty five (365) and the numerator of which shall be the number of days during the applicable fiscal year for which the Executive was employed by the Company as its Executive Vice President, Chief Financial Officer. The Executive agrees and understands that any prorated Bonus payments will be made only after determination of the achievement of the applicable Performance Measures (as defined in the Plan or other performance objectives associated with the Bonus) by the Board or the Compensation Committee in accordance with the terms of the Plan. Any compensation paid to the Executive as a Bonus shall be in addition to the Base Salary. Notwithstanding anything to the contrary in this Agreement, Executive's Bonus for fiscal year 2022 shall not be prorated.

4.2.2 As soon as reasonably practicable following the Effective Date, the Company shall pay the Executive a one-time cash bonus in the amount of One Million Dollars ($1,000,000), less all applicable taxes, payable in a lump sum (the "Sign-On Bonus"). In the event the Executive is terminated by the Company for Cause or the Executive terminates employment with the Company other than for Good Reason, in either case prior to the first anniversary of the Effective Date, the Executive shall repay to the Company the Sign-On Bonus, less applicable taxes. For the avoidance of doubt, the Executive shall not be required to repay the Sign-on Bonus if the Executive's employment terminates as a result of Executive's death or pursuant to Sections 5.2, 5.4, or 5.5.

4.3 Equity and Other Incentive Compensation Awards. During the Term, the Executive shall be eligible for stock and other incentive compensation awards under the Company's 2004 Equity Incentive Plan, as it may be amended from time to time (the "Stock Plan"). Without limiting the generality of the foregoing, (i) as soon as reasonably practicable following the Effective Date, the Company shall grant the Executive a one-time award of restricted stock pursuant to the Stock Plan and a restricted stock award agreement substantially in the form attached hereto as Exhibit B, with a grant date value of approximately Two Million Two Hundred Fifty Thousand Dollars ($2,250,000) (with the number of shares of restricted stock determined based on the closing price of a share of the Company's common stock on the Effective Date) and (ii) the Executive shall be eligible to receive an annual grant of equity awards for fiscal year 2022 at the later of (i) the Effective Date and (ii) the time that the Compensation Committee approves annual equity awards for executives of the Company generally, subject to the Executive's continued employment on such date, with such annual grant of equity awards to have a target value equal to 250% of the Executive's Base Salary, to be granted under the Stock Plan and evidenced by award agreements approved by the Compensation Committee and to have such terms and conditions to be determined by the Compensation Committee, including the form or forms of the equity awards to be so granted. Notwithstanding anything to the contrary in this Agreement, Executive's grant of equity awards for fiscal year 2022 shall not be prorated.

4.4 Paid Time Off (PTO). During the Term, the Executive shall be entitled to four (4) weeks of vacation per calendar year, to be taken at such times and intervals as shall be determined by the Executive, subject to the reasonable business needs of the Company. The Executive may not accumulate or carry over from one (1) calendar year to another any unused, accrued vacation time. The Executive shall not be entitled to compensation for vacation time not taken. In addition, the Executive shall be entitled to five (5) days of emergency/medical PTO per calendar year.

4.5 Other Benefits. During the Term and subject to any contribution therefor required of executives of the Company generally, the Executive shall be entitled to participate in all employee benefit plans, including without limitation any 401(k) plan, from time to time adopted by the Board and in effect for executives of the Company generally (except to the extent such plans are in a category of benefit otherwise provided the Executive hereunder). Such participation shall be subject to (i) the terms of the applicable plan documents and (ii) generally applicable policies of the Company. The Company may alter, modify, add to or delete any aspects of its employee benefit plans at any time as the Board, in its sole judgment, determines to be appropriate. Additionally, the Executive shall receive a standard relocation package at the beginning of the Executive's employment for relocation of Executive to the Ann Arbor, Michigan area, in accordance with the Company's policies in relation to its executive officers.

4.6 Business Expenses. The Company shall pay or reimburse the Executive for all reasonable business expenses, including without limitation the cost of first class air travel and dues for industry-related association memberships, incurred or paid by the Executive in the performance of his/her duties and responsibilities hereunder, subject to (i) any expense policy of the Company set by the Board from time to time, including without limitation any portion thereof intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other guidance thereunder ("Section 409A"), and (ii) such reasonable substantiation and documentation requirements as may be specified by the Board or the CEO from time to time.

4.7 Airline Clubs. Upon receiving the prior written approval of the CEO authorizing the Executive to join a particular airline club, the Company shall pay or reimburse the Executive for dues for not less than two (2) nor more than four (4) airline clubs, provided that such club memberships serve a direct business purpose and subject to such reasonable substantiation and documentation requirements as to cost and purpose as may be specified by the Company from time to time.

4.8 Physicals. During the Term, the Company shall annually pay for or reimburse the Executive for the cost of a physical examination and health evaluation performed by a licensed medical doctor, subject to such reasonable substantiation and documentation requirements as to cost as may be specified by the Board or the Company from time to time.

4.9 D&O Insurance. The Company shall provide the Executive with directors and officers insurance and personal liability protection described on Exhibit C.

5. Termination of Employment and Severance Benefits. The Executive's employment hereunder shall continue until terminated under the circumstances described in this Section 5. All references herein to termination of employment, separation from service and similar or correlative terms, insofar as they are relevant to the payment of any benefit that could constitute nonqualified deferred compensation subject to Section 409A, shall be construed to require a "separation from service" within the meaning of Section 409A (after giving effect to the presumptions contained therein), and the Company and the Executive shall use reasonable efforts to take all steps necessary (including with regard to any post-termination services by the Executive) to ensure that any such termination constitutes a "separation from service" as so defined.

5.1 Retirement or Death. In the event of the Executive's retirement or death during the Term, the Executive's employment hereunder shall immediately and automatically terminate. In the event of the Executive's retirement after the age of 65 with the prior consent of the Board or death during the Term, the Company shall pay to the Executive (or in the case of death, the Executive's designated beneficiary (or, if no beneficiary has been designated by the Executive, to Executive's estate) within thirty (30) days following death (or at such earlier time as may be required by applicable law), any Base Salary earned but unpaid through the date of such retirement or death, and any Bonus for the fiscal year preceding the year in which such retirement or death occurs that was earned but has not yet been paid and, at the times the Company pays its executives bonuses in accordance with its general payroll policies, but no later than two and one half (2½) months following the fiscal year in which earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such retirement or death (prorated in accordance with Section 4.2).

5.2 Disability.

5.2.1 The Company may terminate the Executive's employment hereunder, upon notice to the Executive, in the event that the Executive becomes disabled during his/her employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of his/her duties and responsibilities hereunder for an aggregate of one hundred twenty (120) days during any period of three hundred sixty-five (365) consecutive calendar days; provided, that if the Executive incurs a leave of absence due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, the Executive, unless he/she earlier returns to service (at a level of service inconsistent with a separation from service under Section 409A) or his/her employment is earlier terminated, shall in all events be deemed to have separated from service not later than by the end of the twenty-ninth (29th) month, commencing with the commencement of such leave of absence.

5.2.2 The Board may designate another employee to act in the Executive's place during any period of the Executive's disability. Notwithstanding any such designation, the Executive shall continue to receive the Base Salary in accordance with Section 4.1 and to receive benefits in accordance with Section 4.5, to the extent permitted by the then current terms of the applicable benefit plans and applicable law, until the Executive becomes disabled within the meaning of Section 409A or until the termination of his/her employment, whichever shall first occur. Upon becoming so disabled, or upon such termination, whichever shall first occur, the Company shall promptly and in all events within thirty (30) days (or at such earlier time as may be required by applicable law), pay to the Executive any Base Salary earned but unpaid through the date of such eligibility or termination and any Bonus for the fiscal year preceding the year of such eligibility or termination that was earned but unpaid. At the times the Company pays its executives bonuses generally, but no later than two and one half (2 ½) months after the end of the fiscal year in which the Bonus is earned, the Company shall pay the Executive an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such eligibility or termination (prorated in accordance with Section 4.2). During the eighteen (18)-month period from the date of such disability (as determined under Section 409A), the Company shall pay the Executive, at its regular pay periods, an amount equal to the difference between the Base Salary and the amounts of any disability income benefits that the Executive receives in respect of such period.

5.2.3 Except as provided in Section 5.2.2, while receiving disability income payments under any disability income plan maintained by the Company, the Executive shall not be entitled to receive any Base Salary under Section 4.1 or Bonus payments under Section 4.2 but shall continue to participate in benefit plans of the Company in accordance with Section 4.4 and the terms of such plans and applicable law, until the termination of his/her employment. During the eighteen (18)-month period from the date of disability (as determined under Section 409A) or termination, whichever shall first occur, the Company shall contribute to the cost of the Executive's participation in group medical plans of the Company, provided that the Executive is entitled to continue such participation under applicable law and plan terms.

5.2.4 If any question shall arise as to whether during any period the Executive is disabled through any illness, injury, accident or condition of either a physical or psychological nature so as to be unable to perform substantially all of his/her duties and responsibilities hereunder, or for purposes of Section 409A, the Executive may, and at the request of the Company shall, submit to a medical examination by a physician selected by the Company to whom the Executive or his/her duly appointed guardian, if any, has no reasonable objection, to determine whether the Executive is so disabled and such determination shall for the purposes of this Agreement be conclusive of the issue. If such question shall arise and the Executive shall fail to submit to such medical examination, the Board's determination of the issue shall be binding on the Executive.

5.3 By the Company for Cause. The Company may terminate the Executive's employment hereunder for Cause at any time upon notice to the Executive setting forth in reasonable detail the nature of such Cause. The following events or conditions shall constitute "Cause" for termination: (i) the Executive's willful failure to perform (other than by reason of disability), or gross negligence in the performance of his/her duties to the Company or any of its Affiliates and the continuation of such failure or negligence for a period of twenty-five (25) days after notice to the Executive; (ii) the Executive's willful failure to perform (other than by reason of disability) any lawful and reasonable directive of the CEO; (iii) the commission of fraud, embezzlement or theft by the Executive with respect to the Company or any of its Affiliates; or (iv) the conviction of the Executive of, or plea by the Executive of *nolo contendere* to, any felony or any other crime involving dishonesty or moral turpitude. Anything to the contrary in this Agreement notwithstanding, upon the giving of notice of termination of the Executive's employment hereunder for Cause, the Company and its Affiliates shall have no further obligation or liability to the Executive hereunder, other than for Base Salary earned but unpaid through the date of termination. Without limiting the generality of the foregoing, the Executive shall not be entitled to receive any Bonus amounts which have not been paid prior to the date of termination.

5.4 By the Company Other Than for Cause. The Company may terminate the Executive's employment hereunder other than for Cause at any time upon notice to the Executive. In the event of such termination, the Company shall pay the Executive: (i) promptly following termination and in all events within thirty (30) days thereof (or at such earlier time as may be required by applicable law), any Base Salary earned but unpaid through the date of termination, plus (ii) severance payments for a period to end eighteen (18) months after the termination date (the "Severance Term"), of which (a) the first severance payment shall be made on the date that is six (6) months from the date of termination and in an amount equal to six (6) times the Executive's monthly base compensation in effect at the time of such termination and (b) the balance of the severance shall be paid in accordance with the Company's then current payroll practices (currently biweekly payments) over the next twelve (12) months through the date that is eighteen (18) months from the date of termination, each such payment in an amount equal to the Base Salary in effect at the time of such termination dependent on payroll practices of the Company (i.e., 1/12th of the Base Salary, 1/24th of the Base Salary, 1/26th of Base Salary, etc.), plus (iii) promptly following termination and in all events within thirty (30) days thereof, any unpaid portion of any Bonus for the fiscal year preceding the year in which such termination occurs that was earned but has not been paid, plus (iv) at the times the Company pays its executives bonuses generally, but no later than two and one half (2 ½) months after the end of the fiscal year in which the Bonus is earned, an amount equal to that portion of any Bonus earned but unpaid during the fiscal year of such termination (prorated in accordance with Section 4.2), plus (v) vested, outstanding equity grants under the Stock Plan, in accordance with the terms thereof and any applicable award agreements.

5.5 By the Executive for Good Reason. The Executive may terminate his/her employment hereunder for Good Reason, provided that (a) the Executive provides written notice to the Company, setting forth in reasonable detail the nature of the condition giving rise to Good Reason, within ninety (90) days after the initial existence of such condition, (b) the condition remains uncured by the Company for a period of thirty (30) days following such notice and (c) the Executive terminates his/her employment, if at all, not later than thirty (30) days after the expiration of such cure period. The following shall constitute "Good Reason" for termination by the Executive: (i) any material diminution in the nature and scope of the Executive's responsibilities, duties, authority or title or a change in reporting structure so that he or she is no longer reporting to the Company's chief executive; (ii) material failure of the Company to provide the Executive the Base Salary and benefits in accordance with the terms of Section 4 hereof; or (iii) relocation of the Executive's office to a location outside a fifty (50)-mile radius of the Company's current headquarters in Ann Arbor, Michigan. In the event of termination in accordance with this Section 5.5, then the Company shall pay the Executive the amounts specified in Section 5.4.

5.6 By the Executive Other Than for Good Reason. The Executive may terminate employment hereunder at any time upon ninety (90) days' written notice to the Company. In the event of termination of the Executive's employment pursuant to this Section 5.6, the CEO or the Board may elect to waive the period of notice or any portion thereof. The Company will pay the Executive the Base Salary for the notice period, except to the extent that the notice period is waived by the Board. Upon the giving of notice of termination of the Executive's employment hereunder pursuant to this Section 5.6, the Company and its Affiliates shall have no further obligation or liability to the Executive, other than (i) payment to the Executive of the Base Salary for the period (or portion of such period) indicated above, (ii) continuation of the provision of the benefits set forth in Section 4.4 for the period (or portion of such period) indicated above, and (iii) any unpaid portion of any Bonus for the fiscal year preceding the year in which such termination occurs that was earned but has not been paid. The payments made under subsections (i) and (iii) hereof shall be made promptly following termination and in all events within thirty (30) days thereof (or at such earlier time as may be required by applicable law).

5.7 Post-Agreement Employment. In the event the Executive remains in the employ of the Company or any of its Affiliates following termination of this Agreement, then such employment shall be at will.

5.8 Delayed Payments for Specified Employees. Notwithstanding the foregoing provisions of this Section 5, if the Executive is a "specified employee" as defined in Section 409A, determined in accordance with the methodology established by the Company as in effect on the Executive's termination, amounts payable hereunder on account of the Executive's termination that would constitute nonqualified deferred compensation for purposes of Section 409A and that would, but for this Section 5.8, be payable within the six (6) month period commencing with the Executive's termination shall instead be accumulated and paid, with interest at the applicable federal rate determined under Code Section 7872(f)(2)(A), in a lump sum at the conclusion of such six (6)-month period.

6. Effect of Termination of Employment. The provisions of this Section 6 shall apply in the event of any termination of the Executive's employment pursuant to Section 5 of this Agreement.

6.1 Payment in Full. Payment by the Company or its Affiliates of any Base Salary, Bonus or other specified amounts that are due to the Executive under the applicable termination provision of Section 5 shall constitute the entire obligation of the Company and its Affiliates to the Executive, except that nothing in this Section 6.1 is intended or shall be construed to affect the rights and obligations of the Company or its Affiliates, on the one hand, and the Executive, on the other, with respect to the Stock Plan or any other equity plan or award agreements thereunder or any other agreements to the extent said rights or obligations therein survive termination of employment.

6.2 Termination of Benefits. If the Executive's employment is terminated by the Company without Cause, or if the Executive terminates employment with the Company for Good Reason, and provided that Executive elects continuation of health coverage pursuant to Section 601 through 608 of the Employee Retirement Income Security Act of 1974, as amended ("COBRA"), the Company shall pay the Executive or pay directly to the COBRA administrator, at the election of the Company, an amount equal to the monthly COBRA premiums for the Severance Term; provided, however, that such payments will cease upon the Executive's entitlement to other health insurance without charge. Except for medical insurance coverage continued pursuant to Section 6.2 hereof, all other benefits shall terminate pursuant to the terms of the applicable benefit plans based on the date of termination of the Executive's employment without regard to any continuation of Base Salary or other payments to the Executive following termination of employment. Notwithstanding the foregoing, in the event that the Company's payment or reimbursement under this Section 6.2 would subject the Executive or the Company to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("Section 105(h)"), or applicable regulations or guidance issued under the ACA or Section 105(h), the Executive and the Company agree to work together in good faith, consistent with the requirements for compliance with or exemption from Section 409A, to restructure such benefit.

6.3 Survival of Certain Provisions; Release of Claims. Provisions of this Agreement shall survive any termination of employment if so provided herein or if necessary or desirable fully to accomplish the purpose of other surviving provisions, including, without limitation, the obligations of the Executive under Sections 7 and 8 hereof. The obligation of the Company to make payments to or on behalf of the Executive under Section 5.2, 5.4, 5.5 or 6.2 hereof (other than any Base Salary that is earned but unpaid through the date of termination) is expressly conditioned upon (a) the Executive’s continued full performance of his/her obligations under Sections 7 and 8 hereof and (b) the Executive’s execution of a timely and effective general release of claims in a form provided by the Company at the time of termination, which general release of claims must become effective, if at all, within sixty (60) days following termination of the Executive’s employment. The Executive recognizes that, except as expressly provided in Section 5.2, 5.4, 5.5 or 6.2, no compensation or benefits are earned after termination of employment.

7. Confidential Information; Intellectual Property.

7.1 Confidentiality. The Executive acknowledges that the Company and its Affiliates continually develop Confidential Information (as that term is defined in Section 11.2, below); that the Executive has developed and will continue to develop Confidential Information for the Company and its Affiliates and that the Executive has learned and will continue to learn of Confidential Information during the course of his/her employment. The Executive will comply with the policies and procedures of the Company and its Affiliates for protecting Confidential Information and shall never use or disclose to any Person (except as required by applicable law or for the proper performance of his/her duties and responsibilities to the Company) any Confidential Information obtained by the Executive incident to his/her employment or other association with the Company or any of its Affiliates. The Executive understands that this restriction shall continue to apply after employment terminates, regardless of the reason for such termination. For the avoidance of doubt, (a) nothing contained in this Agreement limits, restricts or in any other way affects the Executive’s communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to such governmental agency or entity and (b) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed under seal in a lawsuit or other proceeding; provided, however, that notwithstanding this immunity from liability, the Executive may be held liable if he/she unlawfully accesses trade secrets by unauthorized means.

7.2 Return of Documents. All documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of the Company or any of its Affiliates and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by the Executive, shall be the sole and exclusive property of the Company and its Affiliates. The Executive shall safeguard all Documents and shall surrender to the Company and its Affiliates at the time employment terminates, or at such earlier time or times as the Board, the CEO or the Board's other designee may specify, all Documents then in the Executive's possession or control.

7.3 Assignment of Rights to Intellectual Property. The Executive shall promptly and fully disclose all Intellectual Property to the Company. The Executive hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) the Executive's full right, title and interest in and to all Intellectual Property. The Executive shall execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by the Company or its Affiliates to assign the Intellectual Property to the Company (or as otherwise directed by the Company) and to permit the Company and its Affiliates to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Executive will not charge the Company or any of its Affiliates for time spent in complying with these obligations. All copyrightable works that the Executive creates during his/her employment with the Company shall be considered "work made for hire" and will, upon creation, be owned exclusively by the Company.

8. Restricted Activities.

8.1 Agreement Not to Compete With the Company. During the Executive's employment hereunder and for a period of twenty four (24) months following the date of termination thereof (the "Non-Competition Period"), the Executive will not, directly or indirectly, own, manage, operate, control or participate in any manner in the ownership, management, operation or control of, or be connected as an officer, employee, partner, director, principal, member, manager, consultant, agent or otherwise with, or have any financial interest in, or aid or assist anyone else in the conduct of, any business, venture or activity which in any material respect competes with the following enumerated business activities to the extent then being conducted or being planned to be conducted by the Company or its Affiliates or being conducted or known by the Executive to being planned to be conducted by the Company or by any of its Affiliates, at or prior to the date on which the Executive's employment under this Agreement is terminated (the “Date of Termination”), in the United States or any other geographic area where such business is being conducted or being planned to be conducted at or prior to the Date of Termination (a “Competitive Business”, defined below). For purposes of this Agreement, “Competitive Business” shall be defined as: (i) any company or other entity engaged as a “quick service restaurant” (“QSR”) which offers pizza for sale; (ii) any “quick service restaurant” which is then contemplating entering into the pizza business or adding pizza to its menu; (iii) any entity which at the time of Executive’s termination of employment with the Company, offers, as a primary product or service, products or services then being offered by the Company or which the Company is actively contemplating offering; and (iv) any entity under common control with an entity included in (i), (ii) or (iii), above. Notwithstanding the foregoing, ownership of not more than five percent (5%) of any class of equity security of any publicly traded corporation shall not, of itself, constitute a violation of this Section 8.1.

8.2 Agreement Not to Solicit Employees or Customers of the Company. During employment and during the Non-Competition Period the Executive will not, directly or indirectly, (i) recruit or hire or otherwise seek to induce any employees of the Company or any of the Company’s Affiliates to terminate his/her employment or violate any agreement with or duty to the Company or any of the Company’s Affiliates; or (ii) solicit or encourage any franchisee or vendor of the Company or of any of the Company’s Affiliates to terminate or diminish its relationship with any of them or to violate any agreement with any of them, or, in the case of a franchisee, to conduct with any Person any business or activity that such franchisee conducts or could conduct with the Company or any of the Company’s Affiliates.

8.3 Agreement Not to Disparage. The Executive agrees that, during employment and at all times thereafter, he/she will not disparage or criticize the Company, its Affiliates, their business, their management or their products or services, and he/she will not otherwise do or say anything that could disrupt the good morale of employees of the Company or any of its Affiliates or harm the interests or reputation of the Company or any of its Affiliates, but may provide truthful, non-Confidential Information in response to any statement made by the Executive Leadership of the Company with respect to the Executive that he/she reasonably believes to be disparaging.

9. Enforcement of Covenants. The Executive acknowledges that he/she has carefully read and considered all the terms and conditions of this Agreement, including without limitation the restraints imposed upon his/her pursuant to Sections 7 and 8 hereof. The Executive agrees that said restraints are necessary for the reasonable and proper protection of the Company and its Affiliates and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. The Executive further acknowledges that, were he/she to breach any of the covenants or agreements contained in Sections 7 or 8 hereof, the damage to the

Company and its Affiliates could be irreparable. The Executive, therefore, agrees that the Company and its Affiliates, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any of said covenants or agreements, without having to post bond. The parties further agree that in the event that any provision of Section 7 or 8 hereof shall be determined by any court of competent jurisdiction to be unenforceable by reason of it being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law.

10. Conflicting Agreements. The Executive hereby represents and warrants that the execution of this Agreement and the performance of his/her obligations hereunder will not breach or be in conflict with any other agreement to which or by which the Executive is a party or is bound and that the Executive is not now subject to any covenants against competition or solicitation or similar covenants or other obligations that would affect the performance of his/her obligations hereunder. The Executive will not disclose to or use on behalf of the Company or any of its Affiliates any proprietary information of a third party without such party's consent.

11. Definitions. Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this Section 11 or as specifically defined elsewhere in this Agreement. For purposes of this Agreement, the following definitions apply:

11.1 Affiliates. "Affiliates" shall mean Domino's Pizza, Inc., Domino's, Inc. and all other persons and entities controlling, controlled by or under common control with the Company, where control may be by management authority or equity interest.

11.2 Confidential Information. "Confidential Information" means any and all information of the Company and its Affiliates that is not generally known by the public. Confidential Information includes without limitation such information relating to (i) the products and services sold or offered by the Company or any of its Affiliates (including without limitation recipes, production processes and heating technology), (ii) the costs, sources of supply, financial performance and strategic plans of the Company and its Affiliates, (iii) the identity of the suppliers of the Company and its Affiliates, and (iv) the people and organizations with whom the Company or any of its Affiliates have business relationships and those relationships. Confidential Information also includes information that the Company or any of its Affiliates have received belonging to others with any understanding, express or implied, that it would not be disclosed.

11.3 ERISA. "ERISA" means the federal Employee Retirement Income Security Act of 1974, as amended, or any successor statute, and the rules and regulations thereunder, and, in the case of any referenced section thereof, any successor section thereto, collectively and as from time to time amended and in effect.

11.4 Intellectual Property. "Intellectual Property" means inventions, discoveries, developments, methods, processes, compositions, works, concepts, recipes and ideas (whether or not patentable or copyrightable or constituting trade secrets or trademarks or service marks) conceived, made, created, developed or reduced to practice by the Executive (whether alone or with others, whether or not during normal business hours or on or off Company premises) during the Executive's employment that relate to either the business activities or any prospective activity of the Company or any of its Affiliates or that result from any work performed by the Executive for the Company or any of its Affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its Affiliates.

11.5 Person. "Person" means an individual, a corporation, an association, a partnership, a limited liability company, an estate, a trust and any other entity or organization, other than the Company or any of its Affiliates.

12. Withholding/Other Tax Matters. All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law. This Agreement shall be construed consistent with the intent that all payment and benefits hereunder comply with the requirements of, or the requirements for exemption from, Section 409A. Notwithstanding the foregoing, the Company shall not be liable to the Executive for any failure to comply with any such requirements.

13. Miscellaneous.

13.1 Assignment. Neither the Company nor the Executive may assign this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement without the consent of the Executive in the event that the Company shall hereafter affect a reorganization, consolidate with, or merge into, any other Person or transfer all or substantially all of its properties or assets to any other Person, in which event such other Person shall be deemed the "Company" hereunder, as applicable, for all purposes of this Agreement; provided, further, that nothing contained herein shall be construed to place any limitation or restriction on the transfer of the Company's common stock in addition to any restrictions set forth in any stockholder agreement applicable to the holders of such shares. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, and their respective successors, executors, administrators, representatives, heirs and permitted assigns.

13.2 Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the application of such provision in such circumstances shall be deemed modified to permit its enforcement to the maximum extent permitted by law, and both the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable and the remainder of this Agreement shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.3 Waiver; Amendment. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may be amended or modified only by a written instrument signed by the Executive and any expressly authorized representative of the Company.

13.4 Notices. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, registered or certified, and addressed (i) in the case of the Executive, to: Sandeep Reddy at his/her most recent address on file with the Company, and (ii) in the case of the Company, to the attention of CEO, at 30 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48106, or to such other address as either party may specify by notice to the other actually received.

13.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior communications, agreements and understandings, written or oral, between the Executive and the Company, or any of its predecessors, with respect to the terms and conditions of the Executive's employment.

13.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

13.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic substantive laws of the State of Michigan without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

13.8 Consent to Jurisdiction. Each of the Company and the Executive evidenced by the execution hereof, (i) hereby irrevocably submits to the jurisdiction of the state courts of the State of Michigan for the purpose of any claim or action arising out of or based upon this Agreement or relating to the subject matter hereof and (ii) hereby waives, to the extent not prohibited by applicable law, and agrees not to assert by way of motion, as a defense or otherwise, in any such claim or action, any claim that it or he/she is not subject personally to the jurisdiction of the above-named courts, that its or his/her property is exempt or immune from attachment or execution, that any such proceeding brought in the above-named courts is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each of the Company and the Executive hereby consents to service of process in any such proceeding in any manner permitted by Michigan law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 13.4 hereof is reasonably calculated to give actual notice.

13.9 Reimbursement for Attorneys' Fees. In the event that Executive timely accepts the Company's offer of employment by executing this Agreement, the Company will reimburse the Executive for up to Five Thousand Dollars ($5,000) of the cost he or she incurs in having outside counsel review this Agreement.

[Signature page immediately follows.]

IN WITNESS WHEREOF, this Agreement has been executed by the Company, by its duly authorized representative, and by the Executive, as of the date first above written.

THE COMPANY:	**DOMINO'S PIZZA LLC**
Date: February 25, 2022	By: /s/ Richard Allison Name: Richard Allison Title: Chief Executive Officer
THE EXECUTIVE:	
Date: February 25, 2022	/s/ Sandeep Reddy Name: **Sandeep Reddy**

<u>EXHIBIT A</u>

(None, unless additional information is set forth below.)

EXHIBIT B

RESTRICTED STOCK UNIT AWARD AGREEMENT

Name: **[•]**

Number of RSUs subject to Award: **[•]**

Date of Grant: **[•]**

DOMINO'S PIZZA, INC.
2004 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT

This agreement (including any exhibits hereto, this "Agreement") evidences an award (this "Award") of restricted stock units (the "RSUs") granted by Domino's Pizza, Inc. (the "Company") to the undersigned (the "Participant") pursuant and subject to the terms and conditions of the Domino's Pizza, Inc. 2004 Equity Incentive Plan (as amended from time to time, the "Plan"), which is incorporated herein by reference. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

1. RSU Award. The Company grants to the Participant on the date set forth above (the "Date of Grant") the number of restricted stock units (the "Restricted Stock Units") set forth above giving the Participant the conditional right to receive, without payment and pursuant to and subject to the terms and conditions set forth in this Agreement and in the Plan, one share of Stock with respect to each resulting Restricted Stock Unit that becomes vested pursuant to this Award, subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof.

2. Vesting Conditions. The RSUs shall vest as provided for in Exhibit A hereto.

3. Delivery of Shares; Settlement of Award.

(a) In General. The Company shall, as soon as practicable and in all events no later than thirty (30) days following the applicable Settlement Date, transfer to the Participant (or, in the event of the Participant's death, to the person to whom this Award has passed by will or the laws of descent and distribution) the number of shares of Stock that equals the vested portion of this Award. No shares of Stock will be transferred pursuant to this Award unless and until all legal requirements applicable to the issuance or transfer of such shares have been satisfied.

(b) Settlement Date. For purposes of this Agreement, "Settlement Date" means the date on or following and by reference to which any vested RSUs subject to this Award are to be settled, if at all, in whole or in part, through the delivery of shares of Stock, as set forth below:

(i) Other than in the event of a Covered Transaction (as defined in the Plan) or an Acceleration Event (as defined in Exhibit A), the Settlement Date for the First RSU Tranche (as defined in Exhibit A) shall be the First Scheduled Vesting Date (as defined in Exhibit A) and the Settlement Date for the Second RSU Tranche (as defined in Exhibit A) shall be the Second Scheduled Vesting Date (as defined in Exhibit A).

(ii) In the event of an Acceleration Event, the Settlement Date for any RSUs that become vested in connection therewith shall be the date of such Acceleration Event.

(iii) In the event of a Covered Transaction, the Settlement Date shall be the date of consummation of the Covered Transaction, with the Company transferring shares of Stock underlying the RSUs immediately prior to the consummation of such Covered Transaction; *provided* that if the Covered Transaction does not meet the requirements for a "change in control event," as that term is defined in Treasury Regulations § 1.409A–3(i)(5)(i), the Settlement Date for any portion of this Award that is subject to, and not exempt from, the applicable requirements of Section 409A (the "409A Award Portion") shall be the Scheduled Vesting Date (as defined in Exhibit A) applicable to the 409A Award Portion.

(iv) Notwithstanding anything to the contrary in this Agreement, if the Participant is determined to be a "specified employee" within the meaning of Section 409A and the Treasury regulations thereunder, as determined by the Company, at the time of the Participant's "separation from service" within the meaning of Section 409A and the Treasury regulations thereunder (after giving effect to the presumptions contained therein), then to the extent necessary to prevent any accelerated or additional tax under Section 409A, the settlement and delivery of any shares of Stock hereunder upon such separation from service will be delayed until the earlier of: (a) the date that is six months and one day following the Participant's separation from service and (b) the Participant's death.

4. Forfeiture; Recovery of Compensation.

The Administrator may cancel, rescind, withhold or otherwise limit or restrict this Award at any time if the Participant is not in compliance with all applicable provisions of this Agreement and the Plan. By accepting this Award, the Participant expressly acknowledges and agrees that his or her rights under this Award, and those of any permitted transferee of this Award, including the right to any shares of Stock acquired under this Award or proceeds from the disposition thereof, are subject to any applicable clawback or incentive compensation recovery policy of the Company as may be in effect from time to time. Nothing in the preceding sentence shall be construed as limiting the general application of Section 10 of this Agreement.

5. Dividends; Other Rights.

This Award shall not be interpreted to bestow upon the Participant any equity interest or ownership in the Company or any Affiliate prior to the date on which the Company delivers shares of Stock (if any) to the Participant. The Participant is not entitled to vote any shares of Stock by reason of the granting of this Award, and the Participant shall have the rights of a shareholder only as to those shares of Stock, if any, that are actually delivered under this Award. Notwithstanding the foregoing, upon the delivery of any shares of Stock in respect of any vested RSUs subject hereto, the Participant shall be entitled to a cash payment by the Company in an amount equal to the amount that the Participant would have received, if any, as a regular cash dividend had the Participant held such shares of Stock from the Date of Grant to the date such shares of Stock are delivered hereunder, less all applicable taxes and withholding obligations. Any such payment shall be paid, if at all, without interest on the date such shares of Stock are delivered hereunder.

6. Certain Tax Matters.

The Participant expressly acknowledges that because this Award consists of an unfunded and unsecured promise by the Company to deliver Stock in the future, subject to the terms hereof, it is not possible to make a so-called "83(b) election" with respect to this Award. This Award is intended to be exempt from, or comply with, Section 409A and shall be construed by the Administrator accordingly. Notwithstanding the preceding, neither the Company, nor any Affiliate, nor the Administrator, nor any person acting on behalf of any of them, shall be liable to the Participant by reason of any acceleration of income, or any tax or additional tax, asserted (A) by reason of any failure of this Award or any portion thereof to satisfy the requirements for exemption from, or compliance with, Section 409A or (B) by reason of Section 4999 of the Code. All references to "Section 409A" in this Agreement shall be references to Section 409A of the Code, the Treasury Regulations promulgated thereunder and such other guidance as determined by the Company in its sole discretion.

7. Withholding. The Participant shall pay to the Company, or make provision satisfactory to the Company for payment of, any taxes required by law to be withheld in connection with the vesting and/or settlement of the RSUs (including, without limitation, any amount that is treated as "wages" for FICA/FUTA or Medicare tax purposes on a current basis rather than when distributed). The Administrator may, in its sole discretion, require that a portion of the shares of Stock that would have otherwise been delivered to the Participant upon vesting and settlement of the RSUs be sold by the Participant or retained by the Company to satisfy any applicable federal, state or local income, employment or other tax withholding and payment obligations, or in the case of any such taxes due upon vesting and prior to delivery of shares of Stock hereunder that the number of shares subject to this Award may be reduced to satisfy such tax withholding and payment obligations (but, with respect to any amounts constituting deferred compensation subject to Section 409A, as determined by the Company in its sole discretion, not in excess of amounts permitted to be accelerated by Section 409A including Treasury Regulation Section 1.409A-3(j)(4)(vi)). The Company and its Affiliates may, to the extent permitted by law, deduct any unsatisfied tax obligations from any payment of any kind otherwise due to the Participant.

8. Transfer of Award.

This Award may not be transferred except as expressly permitted under Section 6(a)(4) of the Plan.

9. Effect on Employment.

This Agreement is not a contract of employment between the Company (or any Subsidiary) and the Participant. The Participant retains the right to terminate his or her employment with the Company (or one of its Subsidiaries, as applicable), and the Company (and its Subsidiaries as applicable) retains the right to terminate or modify the terms of the Participant's employment, subject to any rights retained by either party under the Participant's employment agreement, if Participant has an employment agreement, and no loss of rights, contingent or otherwise, under this Agreement upon termination of employment shall be claimed by the Participant as an element of damages in any dispute over such termination of employment.

10. Provisions of the Plan.

This Agreement is subject in its entirety to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the Date of Grant has been furnished to the Participant. By accepting all or any part of this Award, the Participant agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall control (except as otherwise expressly provided herein).

11. Acknowledgements.

The Participant acknowledges and agrees that (i) this Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument, (ii) this agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, shall constitute an original signature for all purposes hereunder and (iii) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Participant.

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer.

DOMINO'S PIZZA, INC.

By:________________________________
Name: Richard E. Allison, Jr.
Title: Chief Executive Officer

Dated:

Acknowledged and Agreed:

By: ______________________________________

EXHIBIT C

D&O INSURANCE AND PERSONAL LIABILITY PROTECTION

The Company shall provide the Executive with the coverage described in this Exhibit C or such other coverage as the Company shall from time to time select that shall be not substantially less favorable to the Executive than the coverage described herein.

Media Relations Contact:
Jenny Fouracre
734-930-3620
jenny.fouracre@dominos.com

FOR IMMEDIATE RELEASE

Domino's® Announces Leadership Succession Plan

Ritch Allison to Retire; Will Continue Serving as CEO Through April 30, 2022

Board Appoints Russell Weiner, Current COO and President Domino's U.S., as Successor

Sandeep Reddy Named Chief Financial Officer Effective April 1, 2022

ANN ARBOR, Mich., March 1, 2022 – Domino's Pizza, Inc. (NYSE: DPZ) today announced that Ritch Allison has informed the Board of Directors of his intention to retire from the Company. Mr. Allison will continue to serve as Chief Executive Officer through April 30, 2022 and will remain on the Domino's Board of Directors until the Company's 2022 Annual Meeting of Shareholders on April 26, 2022. The Board has appointed Russell Weiner, Domino's Chief Operating Officer and President – Domino's U.S., to succeed Mr. Allison as the Company's next CEO, effective May 1, 2022. Mr. Weiner will stand for election to the Board at the upcoming Annual Meeting of Shareholders. Mr. Allison will continue to provide his guidance and expertise to the Company in an advisory capacity until he retires from Domino's on July 15, 2022. In connection with today's announcement, David A. Brandon will transition from Chairman of the Board to the newly established position of Executive Chairman, effective May 1, 2022.

Mr. Weiner has served as Chief Operating Officer and President – Domino's U.S. since July 2020. In this role, Mr. Weiner has overseen the U.S. business for Domino's, as well as the global centers of excellence teams responsible for marketing, operations, store growth and development, franchise relations, analytics and insights and e-commerce. Since joining Domino's as Executive Vice President – Chief Marketing Officer in 2008, he has been integral to driving results in the U.S. During Mr. Weiner's tenure, the Company's annual U.S. retail sales have grown from approximately $3 billion to more than $8 billion. In addition, digital mix has grown from 11.5% of U.S. sales to more than 75%, U.S. store count has grown over 25% and Domino's U.S. market share of QSR pizza has more than doubled. Mr. Weiner also led the Company's Pizza Turnaround campaign, central to the success of the Domino's brand.

Mr. Allison said, "Serving at Domino's for more than a decade, including the last four years as CEO, has been the privilege of a lifetime. During that time, we and our franchises have achieved tremendous growth and today the Domino's brand is as strong as ever. While there is much that I will remember fondly, I am most proud of the culture that ties us all together – the "sauce in our veins" that makes Domino's so special. Domino's has the best franchisees in the world and I am grateful for them, along with our incredible store managers, and team members. With Russell as CEO and with the addition of Sandeep as CFO, supported by the rest of our leadership team, I am comfortable and confident stepping aside, knowing that Domino's has strong leaders who are passionate and committed to our business. I look forward to watching the Company continue to grow under their guidance."

Mr. Brandon commented, “We are fortunate to have a talented and experienced leader like Russell to move into the CEO role. Russell’s strategic and operational capabilities have been demonstrated consistently over his many years of service to our company. He has played a pivotal leadership role in driving innovation and transforming many aspects of the Domino’s brand during his tenure, including reinventing Domino’s menu and advertising. He has a passion for our brand and company and a vision for our continued expansion and success worldwide. As we enter a new phase of growth for the Company, we believe Russell’s energy, inspirational leadership style and earned respect of our Team Members and Franchisees make him the right choice to take Domino’s forward.”

Mr. Brandon added, “On behalf of the Board and the Company, I want to thank Ritch for his many contributions to Domino’s. Ritch’s dedication to the Company is second to none, and throughout his tenure as CEO, he has been a force for positive change in all aspects of the organization. This includes opening approximately 4,000 new stores, expanding the brand to over 90 global markets, and increasing global retail sales by over $5 billion. Domino’s is well positioned as we enter this next phase of growth. We appreciate Ritch’s continued involvement as an advisor as we ensure a smooth transition.”

Mr. Weiner said, “I am honored to lead this great company and brand that I love. Domino’s became the #1 pizza company in the world through a relentless focus on our customers and every aspect of their pizza experience. That focus is as strong as ever and I am excited to work with our talented leaders, team members and franchisees to deliver the next phase of Domino’s growth. I thank Ritch for his leadership and collaboration and look forward to working with him to ensure a seamless transition.”

In addition, the Company announced that Sandeep Reddy has been appointed as Domino’s next Chief Financial Officer, effective April 1, 2022.

As CFO of Six Flags, Mr. Reddy led the company’s emergence from the pandemic with strong financial results in 2021 and also served as a strategic thought partner to the CEO and the leadership team in strategy development. Prior to that, as CFO of Guess?, Inc., Mr. Reddy, along with the management team, led a turnaround of financial results with strong improvement in revenue, profitability, and shareholder value.

Mr. Brandon concluded, “Sandeep is a proven executive who brings nearly three decades of global leadership experience in consumer facing businesses. His financial acumen and expertise in operations, strategy, technology and management make him a natural choice to serve as our next CFO. Ritch and Russell partnered well together in the recruitment and selection of Sandeep, and together with the Board, we are confident that Sandeep will be integral in helping Russell and the rest of the Leadership Team drive continued growth and success for Domino’s into the future.”

Mr. Reddy said, “I have had the privilege of working with many great brands over my career and I am thrilled with this opportunity to now work with what I believe is a truly iconic global brand with enormous growth potential. With the strong financial foundation and talented leadership team already in place at Domino’s, I am confident in the Company’s prospects for continued value creation and look forward to partnering with Russell and the Leadership Team as we chart our roadmap for the journey ahead.”

About Russell Weiner

Russell Weiner has served as Chief Operating Officer and President – Domino’s U.S. since July 2020. Mr. Weiner was first named to the newly-created position of Chief Operating Officer and President of the Americas in July 2018. Prior to becoming Chief Operating Officer, Mr. Weiner served as president of Domino’s USA from October 2014 to July 2018, after joining the company as Executive Vice President – Chief Marketing

Officer in 2008. Since joining Domino's as Executive Vice President – Chief Marketing Officer in 2008, he has been integral to driving results in the U.S. During Mr. Weiner's tenure, the Company's U.S. retail sales have grown from approximately $3 billion to more than $8 billion. In addition, digital mix has grown from 11.5% of U.S. sales to more than 75%, U.S. store count has grown over 25% and Domino's U.S. market share of QSR Pizza has more than doubled. Weiner also led the creation of the "pizza theater" store design, the development of a new logo for the brand and oversaw the creation of the DXP pizza delivery vehicle.

Prior to joining Domino's in 2008, Mr. Weiner led the marketing for Pepsi's North American cola business. Mr. Weiner also serves on the board of directors of The Clorox Co. Mr. Weiner earned a Bachelor of Arts in government from Cornell University, and an MBA in marketing and international business from New York University's Stern School of Business.

About Sandeep Reddy

Sandeep Reddy currently serves as Executive Vice President and Chief Financial Officer of Six Flags. Prior to that, he served as Chief Financial Officer of Guess?, Inc., a contemporary clothing and accessories retailer, from July 2013 through December 2019. Before that, he served as Vice President and European Chief Financial Officer of Guess, where he was responsible for all aspects of Guess' European finance functions, including financial planning, treasury, accounting, and tax from 2010 to 2013. From 1997 to 2010, Mr. Reddy served in a number of positions of increasing responsibility for Mattel Inc., a leading global toy manufacturer, ultimately serving as Vice President Finance and Supply Chain for the SEUR (France, Spain, Portugal, Italy) cluster. Mr. Reddy has a BA (Honors) in Economics from Delhi University and an M.B.A. from Cornell University.

About Domino's Pizza®

Founded in 1960, Domino's Pizza is the largest pizza company in the world, with a significant business in both delivery and carryout pizza. It ranks among the world's top public restaurant brands with a global enterprise of more than 18,800 stores in over 90 markets. Domino's had global retail sales of nearly $17.8 billion in 2021, with over $8.6 billion in the U.S. and over $9.1 billion internationally. In the fourth quarter of 2021, Domino's had global retail sales of over $5.5 billion, with over $2.6 billion in the U.S. and nearly $2.9 billion internationally. Its system is comprised of independent franchise owners who accounted for 98% of Domino's stores as of the end of the fourth quarter of 2021. Emphasis on technology innovation helped Domino's achieve more than half of all global retail sales in 2021 from digital channels. In the U.S., Domino's generated more than 75% of U.S. retail sales in 2021 via digital channels and has developed several innovative ordering platforms, including those for Google Home, Facebook Messenger, Apple Watch, Amazon Echo, Twitter and more. In 2019, Domino's announced a partnership with Nuro to further its exploration and testing of autonomous pizza delivery. In mid-2020, Domino's launched a new way to order contactless carryout nationwide – via Domino's Carside Delivery®, which customers can choose when placing a prepaid online order.

Order – dominos.com
Company Info – biz.dominos.com
Media Assets – media.dominos.com

Please visit our Investor Relations website at ir.dominos.com to view news, announcements, earnings releases, investor presentations and conference webcasts.

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995:

Statements in this press release that are not strictly historical in nature constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These statements involve significant risks and uncertainties and you should not place considerable reliance on such statements. Important factors that could cause actual results to differ materially from our expectations are more fully described in our filings with the Securities and Exchange Commission, including under the section headed “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended January 2, 2022. All forward-looking statements speak only as of the date hereof and should be evaluated with an understanding of their inherent uncertainty. Except as required under federal securities laws and the rules and regulations of the Securities and Exchange Commission, or other applicable law, we will not undertake, and specifically disclaim, any obligation to publicly update or revise any forward-looking statements to reflect events or circumstances arising after the date hereof, whether as a result of new information, future events or otherwise. You are cautioned not to place undue reliance on the forward-looking statements included herein or that may be made elsewhere from time to time by, or on behalf of, us. All forward-looking statements are qualified in their entirety by this cautionary statement.

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