
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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): August 11, 2026

DAVE & BUSTER'S ENTERTAINMENT, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State of
incorporation)

001-35664
(Commission File
Number)

35-2382255
(IRS Employer
Identification Number)

1221 S. Belt Line Rd., Suite 500
Coppell, Texas 75019
(Address of principal executive offices)

Registrant's telephone number, including area code: **(214) 357-9588**

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act
- ☐ Soliciting material pursuant to Rule 14a-12 of the Exchange Act
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) Exchange Act
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) Exchange Act

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock \$0.01 par value	PLAY	NASDAQ Stock Market LLC

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. ☐

Section 5 — Corporate Governance and Management

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

Appointment of Amanda Busby as Chief Operations Officer

On August 11, 2026, the Board of Directors (the “Board”) of Dave & Buster’s Entertainment, Inc. (the “Company”) appointed Amanda Busby as Chief Operations Officer.

Ms. Busby, age 53, brings more than 30 years of leadership experience across the restaurant, hospitality and entertainment industries. Prior to joining the Company, Ms. Busby served as President of Operational Excellence, Commercial, Culinary and Marketing of SSP America, Inc. (“SSP America”) from July of 2025 to August of 2026 and Chief Operating Officer of SSP America from January of 2022 to July of 2025, where she led operations for a business consisting of more than 450 restaurants across nearly 60 airports throughout North America. Prior to SSP America, Ms. Busby spent 19 years with Red Robin Gourmet Burgers, Inc., ultimately serving as Vice President of Operations.

Effective as of August 11, 2026, in connection with Ms. Busby’s appointment as Chief Operations Officer of the Company, Ms. Busby and the Company entered into an employment agreement (the “Busby Agreement”), which provides for, among other things, (i) an annualized base salary of \$450,000 per year, (ii) an annual cash bonus with a target bonus of 70% of Ms. Busby’s annual salary, (iii) eligibility to participate in the Dave & Buster’s Entertainment, Inc. 2025 Omnibus Incentive Plan (the “LTIP”) and (iv) eligibility to participate in the Company’s employee benefit plans as in effect from time-to-time on the same basis as generally made available to other similarly situated employees of the Company. In connection with her appointment, on August 31, 2026, Ms. Busby received a one-time grant of (a) 72,464 restricted stock units (“RSUs”) that will vest in three substantially equal installments on each of the first, second and third anniversaries of the date of the grant, (b) a stock option representing the right to purchase 74,294 shares of the Company’s common stock (the “Common Stock”) with an exercise price of \$8.97 per share that will become earned if the Company’s stock price reaches specified multiples of the exercise price by August 31, 2029 and will vest annually in three substantially equal installments thereafter, and (c) performance stock units (“PSUs”) representing up to 55,741 shares of Common Stock that will vest based upon the Company’s achievement of certain same store sales targets over the performance period.

Upon a termination of the Busby Agreement for reasons other than a termination by Ms. Busby without “good reason” or for “cause” by the Company (as such terms are defined in the Busby Agreement), subject to the execution of a release of claims and continued compliance with the restrictive covenants contained in the Busby Agreement, Ms. Busby is entitled to (i) continued payment of her base salary for 12 months, (ii) any unpaid bonus for a completed fiscal year based on actual performance, (iii) a pro-rata bonus for the fiscal year of termination based on actual performance and (iv) continued payment of monthly medical premiums under the Company’s group health insurance plan for 12 months. Ms. Busby has also agreed to a non-competition covenant that extends for up to one year following termination and a non-solicitation covenant that extends for up to two years following termination.

The foregoing description of the Busby Agreement does not purport to be complete and is qualified in its entirety by reference to the text of the Busby Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

There are no family relationships between Ms. Busby and any director or executive officer of the Company, and there are no transactions involving Ms. Busby requiring disclosure under Item 404(a) of Regulation S-K.

Appointment of Derek Sample as Chief Accounting Officer

On August 11, 2026, the Board appointed Derek Sample as Chief Accounting Officer of the Company, and on August 25, 2026, the Board designated Mr. Sample as the principal accounting officer of the Company.

Mr. Sample, age 40, brings more than 20 years of finance and accounting leadership experience across the leisure and hospitality, aviation, energy and professional services industries. Most recently, he served as Vice President of Business Transformation of Six Flags Entertainment Corporation (“Six Flags”) from July of 2024 to July of 2026. Prior to that role, Mr. Sample served as Chief Accounting Officer of Six Flags prior to the merger of Six Flags and Cedar Fair, L.P., from September of 2022 to July of 2024.

Mr. Sample also served as Corporate Controller for PHI Aviation, LLC, from June of 2021 until September of 2022. He began his career with KPMG LLP.

Effective as of August 11, 2026, in connection with Mr. Sample's appointment as Chief Accounting Officer of the Company, Mr. Sample and the Company entered into an employment agreement (the "Sample Agreement"), which provides for, among other things, (i) an annualized base salary of \$315,000 per year, (ii) an annual cash bonus with a target bonus of 50% of Mr. Sample's annual salary (prorated for fiscal year 2026), (iii) eligibility to participate in the LTIP and (iv) eligibility to participate in the Company's employee benefit plans as in effect from time-to-time on the same basis as generally made available to other similarly situated employees of the Company. In connection with his appointment, on August 31, 2026, Mr. Sample received a one-time grant of (a) 39,019 RSUs that will vest in three substantially equal installments on each of the first, second and third anniversaries of the date of the grant, (b) a stock option representing the right to purchase 52,006 shares of Common Stock with an exercise price of \$8.97 per share that will become earned if the Company's stock price reaches specified multiples of the exercise price by August 31, 2029 and will vest annually in three substantially equal installments thereafter, and (c) PSUs representing up to 39,019 shares of Common Stock that will vest based upon the Company's achievement of certain same store sales targets over the performance period.

Upon a termination of the Sample Agreement for reasons other than a termination by Mr. Sample without "good reason" or for "cause" by the Company (as such terms are defined in the Sample Agreement), subject to the execution of a release of claims and continued compliance with the restrictive covenants contained in the Sample Agreement, Mr. Sample is entitled to (i) continued payment of his base salary for 12 months, (ii) any unpaid bonus for a completed fiscal year based on actual performance, (iii) a pro-rata bonus for the fiscal year of termination based on actual performance and (iv) continued payment of monthly medical premiums under the Company's group health insurance plan for 12 months. Mr. Sample has also agreed to a non-competition covenant that extends for up to one year following termination and a non-solicitation covenant that extends for up to two years following termination.

There are no family relationships between Mr. Sample and any director or executive officer of the Company, and there are no transactions involving Mr. Sample requiring disclosure under Item 404(a) of Regulation S-K.

Item 8.01 Other Events

Additional Leadership Appointments and Promotions

On August 24, 2026, the Company issued a press release announcing the appointments of Ms. Busby and Mr. Sample, as well as additional executive leadership appointments and promotions, including Jeremy Tucker as Chief Marketing Officer, Kevin Fish as Chief Technology and Digital Officer, Rachel Morgan as Chief Legal and Administrative Officer and Corporate Secretary, and Aldo Rosales as Chief Strategy and Revenue Management Officer. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Section 9 – Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

[10.1[#] Employment Agreement, dated as of August 11, 2026, by and among Dave & Buster's Management Corporation, LLC, Dave & Buster's Entertainment, Inc. and Amanda Busby.](#)

[99.1 Press release dated August 24, 2026.](#)

104 Cover Page Interactive Data File (the Cover Page Interactive Data File is embedded within the Inline XBRL document).

[#] Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. Dave & Buster's Entertainment, Inc. Agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon request.

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.

Date: September 21, 2026

DAVE & BUSTER'S ENTERTAINMENT, INC.

By: /s/ Rachel Morgan

Rachel Morgan

Chief Legal Officer and Corporate Secretary

EMPLOYMENT AGREEMENT

This Employment Agreement (this “Agreement”) is entered into on the day of August, 11, 2026 (the “Effective Date”), between Dave & Buster’s Management Corporation, LLC, a Delaware limited liability company (“D&B Management”), Dave & Buster’s Entertainment, Inc., a Delaware corporation (“D&B”), and Amanda Busby (the “Employee”). D&B Management and D&B are collectively referred to herein as the “Company.” D&B Management, D&B and the Employee are collectively referred to herein as the “Parties.”

WHEREAS, as of the Effective Date, D&B Management shall employ Employee and D&B agrees that Employee shall serve as Chief Operations Officer, Dave & Buster’s.

WHEREAS, the Parties acknowledge and agree that the services of the Employee are of a special and unique character, and in the performance of duties for the Company, the Employee has been and will be provided additional Confidential Information, in consideration for and in reliance on the restrictive covenant obligations and the restrictions on disclosure of the Confidential Information set forth in Paragraph 7;

WHEREAS, the Company desires to be assured that the Confidential Information and goodwill of the Company will be preserved for the exclusive benefit of the Company and that, as a material incentive for the Company to enter into this Agreement, as well as in exchange for the consideration specified herein (including, without limitation substantial amounts of compensation, benefits and access to the Confidential Information, in each case, as set forth herein), and employment of the Employee under this Agreement, the Employee acknowledges and agrees to be bound by the restrictive covenant obligations and the restrictions on disclosure of the Confidential Information set forth in Paragraph 7;

WHEREAS, the Parties acknowledge and agree that the restrictive covenant obligations and the restrictions on disclosure of the Confidential Information set forth in Paragraph 7 are essential to the continued growth and stability of the Company’s business, good will, customer base and to the continuing viability of its endeavors, and that such restrictive covenants are a material inducement to the Company entering into this Agreement; and

WHEREAS, the Parties acknowledge and agree that the Company would be irreparably harmed if their Confidential Information were disclosed by the Employee.

NOW, THEREFORE, for and in consideration of the promises herein contained, the provision of Confidential Information and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and Employee agree as follows:

1. **Employment/Duties.** D&B Management agrees to employ Employee and D&B agrees that Employee shall serve as Chief Operations Officer, Dave & Buster's and shall report directly to the Chief Executive Officer of the Company. Employee will be responsible for performing those duties that are customarily associated with the position of Chief Operations Officer, Dave & Buster's and other such reasonable duties that are assigned by the Chief Executive Officer from time-to-time. The Company or its Affiliates (as defined below) will provide appropriate training to Employee to permit him to perform Employee's duties competently.
2. **Term of Agreement.** This Agreement shall be in effect for one (1) year from the Effective Date of this Agreement unless it is terminated earlier under the terms of Paragraph 8; provided, however, that commencing on the first anniversary of the Effective Date, and on each annual anniversary of such date, the term of this Agreement shall be automatically extended for a one year period unless it is terminated earlier under the terms of Paragraph 8. The Parties agree that unless specifically stated otherwise, the obligations created in Paragraphs 7, 9, 10, 11, 12 and 18 will survive the termination of this Agreement and of Employee's employment with D&B Management.
3. **Employee's Responsibilities.** Employee agrees that unless specifically stated otherwise, during the term of Employee's employment by D&B Management, Employee will devote Employee's full business time and best efforts and abilities to the performance of Employee's duties for the Company. Employee agrees to act in the best interest of the Company at all times. Employee will act in accordance with the highest professional standards of ethics and integrity. Employee agrees to use Employee's best efforts and skills to preserve the business of the Company and the goodwill of its employees and persons having business relations with the Company. Employee will comply with all applicable laws and all of the Company's and its Affiliates' then current policies and procedures. Notwithstanding anything contained herein to the contrary, if (a) Employee complies with the terms and provisions of D&B's Code of Business Conduct and Ethics, as the same may be revised from time-to-time and (b) Employee's activities do not interfere with Employee's obligations to the Company, then, during the term of Employee's employment by D&B Management, Employee may: (x) engage in charitable, civic, fraternal and professional activities, (y) give lectures on behalf of educational or for-profit institutions, and (z) manage personal investments; provided that Employee shall disclose any conflicts of interest that cause Employee's personal endeavors to be in material conflict with the business of the Company and/or its Affiliates. Employee shall only serve on the board of directors of (i) a national charitable, civic or fraternal organization, (ii) a privately owned business, or (iii) a publicly-traded company with the prior written approval of the Board of Directors of D&B Management, in its sole discretion, and only to the extent that any such enterprise described in (i), (ii), or (iii) is not a Competitive Business. The Board of Directors of D&B Management will consider Employee's performance, time in role, time required to fulfill Employee's obligations to the Company, as well as the potential benefit to the Company in making its determination.

4. **No Limitations**. Employee warrants and represents that there is no contractual, judicial or other restraint that impairs Employee's right or legal ability to enter into this Agreement and to carry out Employee's duties and responsibilities to the Company, its affiliates, and its subsidiaries.

5. **Compensation and Benefits**.

(a) **Base Salary**. During the term of this Agreement, D&B Management will pay to Employee a base salary of not less than \$450,000 per year. The base salary will be paid on regularly scheduled paydays determined by the Company. Employee shall be given an annual performance evaluation and, as determined by the Board of Directors of D&B Management, may receive periodic salary increases.

(b) **Annual Bonus**. During the term of this Agreement, the Employee will be eligible to receive an annual bonus as approved on annual basis by the Board of Directors of D&B Management and, if so approved, as determined by the Company based upon the attainment of a combination of individual and Company goals during a fiscal year set forth in a bonus plan approved by the Board of Directors of D&B Management, payable in accordance with such bonus plan. Employee's individual participation percentage in the bonus plan at target is equal to 70% of Employee's base salary for the fiscal year.

(c) **Retirement and Welfare Plans**. Employee shall be eligible to participate in any profit sharing, qualified and nonqualified retirement plans, and any health, life, accident, disability insurance, sick leave, or other benefit plans or programs made available to similarly situated employees of the Company in accordance with the terms of such plans, as may be amended, supplemented or modified from time to time (collectively, the "**Plans**"), as long as they are kept in force by the Company and provided that Employee meets the eligibility requirements of the respective Plans. Nothing contained herein shall limit the right of the Company, in its sole and absolute discretion, to modify, amend or discontinue any of the Plans.

(d) **PTO**. Subject to the Company's generally applicable policies relating to paid time off ("PTO"), Employee shall be entitled to PTO commensurate with the Company's policy for senior management and Employee's position and tenure with the Company, but in no event less than twenty-seven (27) days PTO during each calendar year, in addition to any holidays observed by the Company at the Company's headquarters ("**Store Support Center**" or "**SSC**").

(e) **Office and Support Staff**. To the extent reasonably practicable, the Company shall endeavor to supply the Employee (i) with all equipment, supplies, and secretarial staff reasonably required in the performance of Employee's duties and (ii) a fully furnished and appointed office comparable in size, furnishings and decorations to the offices of other officers of D&B of comparable responsibilities, and the facilities of the Company shall be generally available to Employee in the performance of Employee's duties.

(f) Other Benefits. The Company will provide Employee with other employment benefits, as in existence from time to time, the Company provides to its full-time executive employees.

(g) Expenses. The Company shall reimburse the Employee for all reasonable and necessary business expenses incurred by the Employee in connection with the performance of Employee's duties under this Agreement, including, but not limited to, reasonable travel, meals, and hotel accommodations of Employee, in each case subject to the Company's then current policies and procedures. Reimbursement shall be made upon submission by Employee of vouchers or an itemized list thereof in accordance with the Company's then current policies and procedures. Employee hereby authorizes the Company in advance to deduct any expenses from Employee's salary if Employee fails to submit an expense as provided by the Company's then current policies and procedures.

(h) Long-Term Incentive Plan. The Parties acknowledge and agree that the Company will offer and provide you certain long-term incentive benefits (as described in your offer letter dated August 11, 2026) pursuant to the Dave & Buster's Entertainment, Inc. Amended and Restated 2025 Omnibus Incentive Plan (as such plan may be amended, modified, supplement, restated or replaced from time to time), the terms of which shall be governed in any separate award agreement for benefits granted under such plan.

6. Training. The Company has provided and will continue to provide Employee with such specialized training as the Company, in its sole discretion, deems necessary or beneficial to the performance of Employee's job duties.

7. Confidential Information and Restrictive Covenants. In consideration of the premises and mutual promises contained herein, and for other good and valuable consideration specified herein (including, without limitation substantial amounts of compensation, the Company Group (as defined below) shall provide the Employee with benefits and Confidential Information, the use or disclosure of which would cause the Company Group substantial loss or injury including substantial diminishment of their goodwill, and would place the Company Group at a material competitive disadvantage. Accordingly, the Company and the Employee hereby agree as follows:

(a) Certain Definitions.

(i) As used in this Agreement, "Affiliate" of any person means any person, directly or indirectly controlling, controlled by or under common control with such person, and includes any person who is an officer, director or employee of such person and any person that would be deemed to be an "affiliate" or an "associate" of such person, as those terms are defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended. As used in this definition, "controlling" (including, with its correlative meanings, "controlled by" and "under

common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, partnership or other ownership interests, by contract or otherwise). With respect to any natural person, “Affiliates” shall also include, without limitation, such person’s spouse, child and any trust the beneficiaries or grantor of which are limited solely to such person and/or his or her spouse or child. As used in this Agreement, “person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization or other entity.

(ii) As used in this Agreement, “Company Group” shall mean D&B, any subsidiary and any successor to any of the foregoing.

(iii) As used in this Agreement, “Competitive Business” shall mean the owners or operators of venues in the Restricted Territory that combine a dining offering that is primarily full service with games, entertainment, sports attractions or sports viewing, but shall not include (x) dining establishments that derive less than 20% of their aggregate revenues from games, entertainment and sports attractions and have not highlighted sports viewing as a core offering in their consumer marketing or (y) entertainment concepts that derive less than 20% of their aggregate revenues from dining operations. For the avoidance of doubt, Competitive Business shall include the companies identified in Appendix A to the minutes of the Company’s compensation committee meeting whereby the form of this Agreement was approved.

(iv) As used in this Agreement, “Restricted Territory” shall mean: (a) North America and (b) any other state, province or country in which the Company (1) operates during the Employee’s employment or at the time of the Employee’s resignation or termination or (2) has expressed interest in operating or expects to operate within two (2) years following the Employee’s resignation or termination, and in each case in clause (2), of which the Employee was aware.

(b) Nondisclosure of Confidential Information. During the term of this Agreement, the Company Group agrees to provide, continue to provide, and provide access to, and the Employee will acquire, certain Confidential Information. As a material incentive for the Company Group to enter into this Agreement, as well as in exchange for the consideration specified herein (including, without limitation substantial amounts of compensation, benefits and access to the Confidential Information, in each case, as set forth herein), and employment of the Employee under this Agreement, the Employee shall maintain in strict confidence and shall not disclose to third parties or use in any task, work or business (except on behalf of the Company Group) any proprietary or confidential information regarding the Company Group and/or Employee’s work with the Company Group, including, without limitation, trade secrets, current and future business plans, customers, customer lists, customer information, vendors, vendor lists, vendor information, employees, employee information, sales, purchasing, pricing determinations, price points, internal and external cost structures, operations, marketing, financial and other business strategies, positioning of stores, information and plans, products and

services, games and amusement, development of games and amusement, food and beverage, financial performance and other financial data and compilations of data, new store development and locations, pipeline, information regarding the Company Group's processes, computer programs and/or records, software programs, intellectual property, business development opportunities, acquisitions, acquisition targets, confidential information developed by consultants and contractors, manuals, memoranda, projections, and minutes ("Confidential Information"), without the express written permission of the Board of Directors of D&B. The Employee's confidentiality obligation in this Paragraph 7 shall include, but not be limited to, any Confidential Information to which the Employee has access to, had access to, will have access to, receives, or received in connection with Employee's employment by Company Group, and any information designated as confidential by the Company Group. Notwithstanding the foregoing, the term Confidential Information shall not include information that (i) is publicly disclosed through no fault of the Employee, either before or after it becomes known to the Employee, (ii) was known to the Employee prior to the date of this Agreement, which knowledge was acquired independently and not from the Company Group or its directors or employees or (iii) became available to the Employee on a non-confidential basis from a source other than the Company Group, provided such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company Group or any other party with respect to such information. The Company Group and the Employee acknowledge and agree that the Confidential Information is continually evolving and changing and that some new Confidential Information will be needed by the Employee and provided by the Company Group for the first time in the course of the term of this Agreement. The Employee expressly acknowledges the trade secret status of the Confidential Information and agrees that the Employee's access to such Confidential Information constitutes a protectable business interest of the Company Group. Notwithstanding the foregoing restrictions, the Employee may disclose any Confidential Information (a) to the Employee's legal advisors subject to such advisor's agreement to maintain the information as confidential, (b) to the extent required for the Employee's enforcement of Employee's rights hereunder (provided that such information be submitted under seal or otherwise not publicly disclosed), (c) to the extent required by an order of any court or other governmental authority, but in each case only after the Company Group has been so notified in writing and has had five (5) business days to obtain reasonable protection for such information in connection with such disclosure, and (d) if such disclosure is protected under the whistleblower provisions of federal law or regulation. 18 U.S.C. § 1833(b) provides: "An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the parties to this Agreement have the

right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(c) Return of Property. Upon termination of the Employee's employment with the Company Group (for any reason), the Employee shall promptly return to the Company Group all Company property, Confidential Information and all copies thereof obtained by the Employee, or Employee's employees or agents. The Parties acknowledge that the Company Group would not retain the Employee's services or provide Employee with access to its Confidential Information without the covenants and promises contained in this Paragraph 7. For avoidance of doubt, the Employee shall deliver promptly to the Company Group on termination of Employee's employment with the Company Group for any reason, or at any other time the Company Group may so request, all Confidential Information and all other documentation containing information relating to the business of the Company Group or property of the Company Group which Employee obtained or developed while employed by, or otherwise serving or acting on behalf of, the Company Group and which he may then possess or have under Employee's control or relating to the "Work" (as defined below).

(d) Non-Access. Employee agrees that following the termination of Employee's employment with D&B Management, he will not access the Company Group's computer systems, download files or any information from the Company Group's computer systems or in any way interfere, disrupt, modify or change any computer program used by the Company Group or any data stored on the Company Group's computer systems. Employee further agrees that all of the computers, handheld devices, and mobile telephones provided by the Company are the sole property of the Company Group.

(e) Acknowledgment of the Company Group's Right In Work Product. During the term of this Agreement, the Employee will create, develop and contribute for consideration certain ideas, plans, calculations, technical specifications, works of authorship, inventions, information, data, formulas, models, reports, processes, photographs, marks, designs, computer code, concepts and/or other proprietary materials to the Company Group related to the operation or promotion of the business of the Company Group (collectively, the "Work"). All of the Work is, was and shall hereafter be, a commissioned "work for hire" owned by the Company Group within the meaning of Title 17, Section 101 of the United States Code, as amended. If any portion of the Work is determined not to be a "work for hire" or such doctrine is not effective, the Employee hereby irrevocably assigns, conveys and otherwise transfers to the Company Group, and its respective successors, licensees, and assigns, all right, title and interest worldwide in and to such portion of the Work and all proprietary rights therein, including, without limitation, all copyrights, trademarks, design patents, trade secret rights, moral rights, and all contract and licensing rights, and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In accordance with this assignment, the Company Group shall hold all ownership to all rights, without

limitation, in and to all of the Work for its own use and for its legal representatives, assigns and successors, and this assignment shall be binding on and extended to the heirs, assigns, representatives and successors of the Employee. In the event the Employee has any right or interest in the Work which cannot be assigned, the Employee agrees to waive enforcement worldwide of any and all such rights or interests against the Company Group and its respective successors, licensees and assigns, and the Employee hereby exclusively and irrevocably licenses any and all such rights and interests, worldwide, to the Company Group in perpetuity and royalty-free, along with the unfettered right to sublicense. All such rights are fully assignable by Company Group. The Employee hereby agrees that all Work is created or developed for the sole use of the Company Group, and that the Employee has no right to market in any manner whatsoever any such Work.

(f) Non-Compete Agreement. The Parties agree that, during the course of the Employee's employment by the Company Group and during the term of this Agreement, the Employee will have access to, and the benefit of, the Company Group's Confidential Information, including but not limited to, the Confidential Information described in Paragraph 7(b). The Parties agree that, during the Employee's employment, the Employee will represent the Company Group and develop contacts and relationships with other persons and entities on behalf of the Company Group, including but not limited to, with customers and potential customers. To protect the Company Group's interest in its Confidential Information, contacts and relationships, to enforce the Employee's obligations under this Paragraph 7, and as a material inducement for the Company Group to enter into this Agreement, as well as in exchange for the consideration specified herein (including, without limitation, substantial amounts of compensation, benefits and access to and provision of the Confidential Information, in each case, as set forth herein), and employment of the Employee under this Agreement, the Parties hereby agree and covenant that during the term of this Agreement and for a period of one (1) year from the termination of this Agreement for any reason (including, without limitation, resignation by the Employee or upon notice from the Employee as provided in Paragraph 8(b)) (the "Non-Compete Period"), the Employee shall not directly or indirectly, for himself or others, within the Restricted Territory:

(i) own, manage, operate, join, control, or participate in the ownership, management, operation or control of, or engage in any activity, work, business, or investment with any other Competitive Business (or for or on behalf of any other entity or person or any other Competitive Business), including, without limitation, any attempted or actual activity as an employee, officer, director, advisor, agent, equity holder, consultant or independent contractor (whether or not compensated for any of the foregoing); provided, however, that the Employee may own an investment interest of less than 2% in a publicly-traded company.

(g) Non-Solicitation and Non-Hire Agreement. Additionally, in exchange for the consideration specified herein and as stated in this Paragraph 7, and as a material incentive for the Company Group to enter into this Agreement, during the term of this Agreement and for a period of two (2) years from the termination of this Agreement for any reason (including, without limitation, resignation by the Employee) (the “Non-Solicitation and Non-Hire Period”), the Employee shall not, directly or indirectly, on Employee’s own behalf or on behalf of any other person, partnership, entity, association, or corporation, induce or attempt to influence, induce, encourage, any employee of the Company Group at or above the managerial level (including, without limitation, store managers and regional managers), supplier, vendor, licensee, distributor, contractor or other business relation of the Company Group to cease working for or doing business with, or adversely alter, affect, or interfere with the employment or business relationship with the Company Group. Further, during the Non-Solicitation and Non-Hire Period, the Employee shall not, on Employee’s own behalf or on behalf of any other person, partnership, entity, association, or corporation, (i) solicit or seek to hire any employee of the Company Group at or above the store general manager level for operations employees and the officer level for non-operations employees or in any other manner attempt directly or indirectly to influence, induce, or encourage any employee of the Company Group at or above the store general manager level for operations employees and with a title of “Director” or more senior for non-operations employees to leave their employ (provided, however, that nothing herein shall restrict the Employee from engaging in any general solicitation that is not specifically targeted at such persons), nor shall Employee use or disclose to any person, partnership, entity, association, or corporation any information concerning the names, addresses or personal telephone numbers of any employees of the Company Group, or (ii), without the Company’s prior written consent, hire, employ or engage as a consultant any employee of the Company Group with a title of “Director” or more senior.

(h) Reasonableness of Restrictions, Modification. It is the desire and intent of the Parties to this Agreement that the provisions of this Paragraph 7 shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. It is expressly understood and agreed that the Company Group and the Employee consider the restrictions contained in this Paragraph 7 to be reasonable and necessary for the purposes of preserving and protecting the Confidential Information and other legitimate business interests of the Company Group. Nevertheless, if any of the aforesaid restrictions is found to be unreasonable, over-broad as to geographic area, duration or scope of activity, or otherwise unenforceable, the Company Group and the Employee intend for the restrictions herein set forth to be modified to be reasonable and enforceable and, as so modified, to be fully enforced.

(i) Specific Performance, Injunctive and Other Relief. The Parties acknowledge that money damages would not be a sufficient remedy for any breach or threatened breach of this Paragraph 7 by the Employee. Therefore, notwithstanding the arbitration provisions in Paragraph 10, the Employee and the Company Group agree that

the Company Group may resort to a court to enforce this Paragraph 7 by injunctive relief. The Parties agree that the Company Group may enforce this promise without posting a bond and without giving notice to the maximum extent permitted by law. The remedies addressed in this Paragraph 7(i) shall not be deemed the exclusive remedies for a breach and/or threatened breach of this Paragraph 7, but shall be in addition to all remedies available at law or in equity to the Company Group, including, without limitation, the recovery of damages from the Employee. The Employee agrees that the Non-Compete Period and the Non-Solicitation Period shall be tolled during any period of violation by Employee of this Paragraph 7.

(j) Notice and Opportunity to Cure. The Company considers non-compliance with this Paragraph 7 to be a material breach of this Agreement. In the event that the Company asserts that Employee is not in compliance with any of Employee's obligations under this Paragraph 7, unless such non-compliance or breach is willful and intentional or not susceptible to cure, the Company shall provide the Employee with written notice of such assertion and a ten (10) business day opportunity to cure such noncompliance prior to its withholding payment of any consideration specified in this Agreement or taking other legal action.

8. Termination of Agreement.

(a) Death or Disability. This Agreement shall automatically terminate upon the death of Employee or upon Employee's becoming disabled to the extent that Employee is unable to perform the essential functions of Employee's position by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of D&B Management. The determination of Employee's disability shall be made in good faith by a physician reasonably acceptable to the Company.

(b) Upon Notice. Either the Company or the Employee may terminate this Agreement at any time during the term by giving the other Party no less than thirty (30) days' prior written notice of the date of termination. Promptly after the Employee or the Company gives such notice, the Parties shall meet and in good faith confer regarding the Employee's work responsibilities during the remainder of the notice period; provided that the Company may determine in its sole discretion to not have the Employee continue any work responsibilities and the Employee shall promptly cease working and vacate Employee's office. During the remainder of the notice period (if so requested by the Company), Employee agrees to use best efforts to continue performing the duties assigned by the Company, and the Company agrees to continue compensating Employee until the termination date with the same pay and benefits as before the notice was given.

(c) For Cause. The Company may terminate this Agreement without any prior written notice to Employee if the termination is “for cause.” For purposes of this Agreement “for cause” shall be defined as the willful and continued failure by Employee to perform the duties assigned by the Chief Executive Officer, failure to follow reasonable business-related directions from the Chief Executive Officer, gross insubordination, non-compliance with or breach of Paragraph 7, theft from the Company or its Affiliates, habitual absenteeism or tardiness, conviction or plea of *nolo contendere* to a felony, or any other reckless or willful misconduct that is contrary to the best interests of the Company or materially and adversely affects the reputation of the Company. If the Chief Executive Officer believes that an event constituting “for cause” under this section has occurred and such event (i) is not a criminal offense and (ii) is readily curable by Employee, then the Chief Executive Officer shall provide written notice to the Employee setting forth: (A) the Chief Executive Officer’s intent to terminate the Employee’s employment for cause, and (B) the reasons for the Chief Executive Officer’s intent to terminate the Employee’s employment for cause. The Employee shall have ten (10) business days following the receipt of such notice to cure the alleged breach. The Chief Executive Officer may terminate this Agreement without any further notice to Employee if such cure has not occurred within such ten (10) business day period. In the event that the Company contends that the event is not readily curable by Employee, the Chief Executive Officer shall provide written notice to Employee setting forth: (X) the reasons for the Chief Executive Officer’s intent to terminate Employee’s employment “for cause” and (Y) the basis for the Chief Executive Officer’s determination that such event is not readily curable.

(d) For Good Reason. The Employee may terminate this Agreement without any prior written notice to the Company if the termination is “for good reason.” For purposes of this Agreement “for good reason” shall be defined as (i) the material breach by the Company of this Agreement; (ii) the Company’s relocation of the office where Employee primarily performs Employee’s duties by twenty-five (25) or more miles; (iii) assignment to the Employee of any duties, authority or responsibilities that are materially inconsistent with the Employee’s position, authority, duties or responsibilities, or any other Company action that results in the material diminution in such position, authorities, duties or responsibilities; (iv) substantial change in organizational reporting relationships as compared to the Effective Date that will materially impact Employee’s title, status, position, authority, duties or responsibilities, including any requirement Employee report to someone other than the Chief Executive Officer; and (v) any other purported termination of the Employee other than under the terms of this Agreement; provided, that the occurrence of any event described in this sentence may only constitute termination “for good reason” if (a) the Employee gives the Company written notice of Employee’s intention to terminate Employee’s employment “for good reason” and, in reasonable detail, of the event constituting grounds for such termination within sixty (60) days of the occurrence of such event, and (b) the relevant circumstances or conditions are not remedied by the Company within thirty (30) days after receipt by the Company of such written notice from the Employee.

(e) Severance Pay and Release. In the event that the Employee’s employment with the Company under this Agreement is terminated for reasons other than (x) upon notice from the Employee as provided in Paragraph 8(b), subject to Paragraph 8(f), or (y)

“for cause” as defined in Paragraph 8(c), the Company shall, conditioned upon the Employee’s compliance with this Agreement and upon the Employee’s execution of a fully effective and non-revocable general release in favor of the Company, its Board of Directors, Affiliates, and employees, in such form as reasonably approved by the Company and the Employee (the “Release”) within sixty (60) days of the Employee’s termination of employment, which Release shall be provided to the Employee within five (5) days of the Employee’s termination of employment, pay to the Employee: (i) twelve (12) months of severance pay at the Employee’s then current base salary from the date of termination of the Employee’s employment (adjusted, if applicable, as described below to take into account the amount of disability insurance payments received by the Employee), in accordance with the Company’s normal payroll schedule and procedures and commencing on the first payroll date of the Company following the sixtieth (60th) day of the Employee’s termination of employment (the “First Payroll Date”), and subject to all applicable withholding (it being agreed that the sum of the after-tax value of these monthly payments and any income replacement benefits received from Company-provided disability insurance as described in Paragraph 8(a) shall not exceed the after-tax value of the Employee’s then-current base salary). The portion of the severance pay that would have been paid to the Employee during the period between the Employee’s termination of employment and the First Payroll Date had no sixty-day delay been required shall be paid to the Employee on the First Payroll Date and thereafter the remaining portion of the severance pay shall be paid without delay as provided in clause (i) above of this Paragraph 8(e); (ii) an amount equal to the annual bonus, if any, earned based on actual performance by the Employee for the prior fiscal year, if it has not previously been paid by the Company payable in a single lump sum payment at the time provided for under the bonus plan (but without regard to any requirement that the Employee be employed on the bonus payment date) or if later, on the First Payroll Date; (iii) the pro rata portion of the annual bonus, if any, earned based on actual performance by the Employee for the then-current fiscal year, payable in the calendar year in which the then-current fiscal year ends, but in no event later than one hundred twenty (120) days after the end of such fiscal year and no earlier than the First Payroll Date, in accordance with the Company’s standard procedures for paying any such bonus to other employees under the bonus plan, except for any requirement that the Employee be employed on the bonus payment date, and subject to all applicable withholding; and (iv) monthly payments for a period of twelve (12) months following the Employee’s termination, payable in accordance with the Company’s normal payroll schedule and procedures and commencing on the First Payroll Date, and subject to all applicable withholding, that are equal to the monthly premium required by the Employee to maintain Employee’s health insurance benefits provided by the Company’s group health insurance plan, in accordance with the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) (it being understood that the portion of such payments described in clause (iv) that would have been paid to the Employee during the period between the Employee’s termination of employment and the First Payroll Date had no sixty-day delay been required shall be paid to the Employee on the First Payroll Date, and thereafter the remaining portion of such payments shall be paid without delay). In the event that this

Agreement is terminated “for cause” pursuant to Paragraph 8(c), the Company shall pay to the Employee only (A) that base salary which has been earned by the Employee through the date of termination payable in accordance with the Company’s normal payroll practices and (B) unless the “for cause” termination results from the Employee’s theft from the Company or its Affiliates, conviction or plea of a felony, or any other reckless or willful misconduct that materially and adversely affects the reputation of the Company, the annual bonus, if any, described in clause (ii) above of this Paragraph 8(e) and payable in accordance with clause (ii) above of this Paragraph 8(e), if it has not previously been paid by the Company. In the event that this Agreement is terminated upon notice from the Employee pursuant to Paragraph 8(b), the Company shall pay to the Employee only (1) that base salary which has been earned by the Employee through the date of termination payable in accordance with the Company’s normal payroll practices and (2) the annual bonus, if any, described in Paragraph 8(e)(ii) above and payable in accordance with Paragraph 8(e)(ii). Notwithstanding any provision to the contrary in this Agreement, no amount shall be paid pursuant to this Paragraph 8(e) unless the Employee’s termination of employment constitutes of “separation from service” (as such term is defined in Treas. Reg. Section 1.409-1(h), including the default presumptions). The Employee agrees to return to the Company any payments received pursuant to this Paragraph 8 in the event that Employee does not fully comply (after written notice and opportunity to cure as provided in Paragraph 7(j) above) with all post-employment obligations set out in this Agreement, including, but not limited to, the restrictive covenants and the restrictions on disclosure of the Confidential Information of the Company Group set forth in Paragraph 7.

(f) Severance Pay and Release Upon Termination by the Employee Upon Notice. Notwithstanding anything to the contrary contained herein, if the Employee’s employment with the Company is terminated upon notice from the Employee as provided in Paragraph 8(b) (including, without limitation, resignation by the Employee), the Company may at its sole discretion and option elect to: (i) provide any payments and other severance benefits set forth in Paragraph 8(e) to the Employee; provided that if the Employee is at any time not in full compliance with the Employee’s obligations set forth in Paragraph 7, the Employee shall forfeit any and all payments and other severance benefits set forth in Paragraph 8(e); and provided further that, if the Employee is provided payments or other severance benefits described in Paragraph 8(e), the Employee shall execute a Release, or (ii) not provide any payments and other severance benefits set forth in Paragraph 8(e) to the Employee (and, for the avoidance of doubt, the Employee shall continue to be bound by all of the terms of Paragraph 7).

9. **Section 409A.**

(a) If any payment, compensation or other benefit provided to the Employee in connection with Employee’s employment termination is determined, in whole or in part, to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”) and the Employee is a specified employee as defined in Section 409A(a)(2)(B)(i), then no portion

of such “nonqualified deferred compensation” shall be paid before the earlier of (i) the day that is six (6) months plus one (1) day after the date of termination or (ii) five (5) days following the Employee’s death (the “New Payment Date”). The aggregate of any payments that otherwise would have been paid to the Employee during the period between the date of termination and the New Payment Date shall be paid to the Employee in a lump sum on such New Payment Date. Thereafter, any payments that remain outstanding as of the day immediately following the New Payment Date shall be paid without delay over the time period originally scheduled, in accordance with the terms of this Agreement. Notwithstanding the foregoing, to the extent that the foregoing applies to the provision of any ongoing welfare benefits to the Employee that would not be required to be delayed if the premiums therefor were paid by the Employee, the Employee shall pay the full cost of premiums for such welfare benefits during the six-month period and the Company shall pay the Employee an amount equal to the amount of such premiums paid by the Employee during such six-month period promptly after its conclusion.

(b) The Parties hereto acknowledge and agree that the interpretation of Section 409A and its application to the terms of this Agreement is uncertain and may be subject to change as additional guidance and interpretations become available. Anything to the contrary herein notwithstanding, all benefits or payments provided by the Company to the Employee that would be deemed to constitute “nonqualified deferred compensation” within the meaning of Section 409A are intended to comply with Section 409A. If, however, any such benefit or payment is deemed to not comply with Section 409A, the Company and the Employee agree to renegotiate in good faith any such benefit or payment (including, without limitation, as to the timing of any severance payments payable hereof) so that either (i) Section 409A will not apply or (ii) compliance with Section 409A will be achieved. Notwithstanding the foregoing, the Company makes no guarantee of any federal, state or local tax consequences with respect to the interpretation of Section 409A and its application to the terms of this Agreement, and the Company shall have no liability for any adverse tax consequences of the Employee, as a result of any violation of Section 409A.

(c) Notwithstanding anything to the contrary contained in this Agreement, all reimbursements for costs and expenses under this Agreement shall be paid in no event later than the end of the taxable year following the taxable year in which the Employee incurs such expense. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit and (ii) the amount of expenses eligible for reimbursements or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, provided, however, that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code of 1986, as amended, solely because such expenses are subject to a limit related to the period the arrangement is in effect.

(d) If under this Agreement, an amount is paid in two or more installments, for purposes of Section 409A, each installment shall be treated as a separate payment.

(e) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Section 409A upon or following a termination of employment unless such termination is also a "separation from service" as defined in Treas. Reg. Section 1.409A-1(h), including the default presumptions, and for purposes of any such provision of this Agreement, references to a "resignation," "termination," "terminate," "termination of employment" or like terms shall mean separation from service.

10. **Confidential Arbitration.** The Employee and the Company hereby agree that any controversy or claim arising out of or relating to this Agreement, including the arbitrability of any controversy or claim, which cannot be settled by mutual agreement will be finally settled by confidential and binding arbitration in accordance with the Federal Arbitration Act. Further, notwithstanding the preceding sentence, in the event disputes arise that relate in any way to and concern this Agreement and also relate in any way to and concern one or more other Equity Agreements, the Parties agree that such disputes may be joined in a single binding arbitration if doing so would not result in unreasonable delay. All arbitrations shall be administered by a panel of three neutral arbitrators (the "Panel") admitted to practice law in Texas for at least ten (10) years, in accordance with the American Arbitration Association Rules. Any such arbitration proceeding shall be administered by the American Arbitration Association under its Employment Rules, and all hearings shall take place in Dallas County, Texas. The arbitration proceeding and all related documents will be confidential, unless disclosure is required by law. The Panel will have the authority to award the same remedies, damages, and costs that a court could award, including but not limited to the right to award injunctive relief in accordance with the other provisions of this Agreement. Further, the Parties specifically agree that, in the interest of minimizing expenses and promoting early resolution of claims, the filing of dispositive motions shall be permitted and that prompt resolution of such motions by the Panel shall be encouraged. The Panel shall issue a written reasoned award explaining the decision, the reasons for the decision, and any damages awarded. The Panel's decision will be final and binding. The judgment on the award rendered by the Panel may be entered in any court having jurisdiction thereof. This provision can be enforced under the Federal Arbitration Act. The Panel shall be permitted to award only those remedies in law or equity that are requested by the Parties, appropriate for the claims and supported by evidence, and each Party shall be required to bear its or Employee's own arbitration costs, attorneys' fees and expenses.

(a) The decision of the Panel on the points in dispute will be final, unappealable and binding, and judgment on the award may be entered in any court having jurisdiction thereof. The Parties agree that this provision has been adopted by the Parties to rapidly and inexpensively resolve any disputes between them and that this provision will be grounds for dismissal of any court action commenced by any Party with

respect to this Agreement, other than post-arbitration actions seeking to enforce an arbitration award.

(b) The Parties will keep confidential, and will not disclose to any person, except as may be required by law, the existence of any controversy under this Paragraph 10, the referral of any such controversy to arbitration or the status or resolution thereof. In addition, the confidentiality restrictions set forth in this Agreement shall continue in full force and effect.

(c) As the sole exception to the exclusive and binding nature of the arbitration commitment set forth above, the Parties agree that the Company Group may resort to Texas state courts having equity jurisdiction in and for Dallas County, Texas and the United States District Court for the Northern District of Texas, Dallas Division, at its sole option, to request temporary, preliminary, and/or permanent injunctive or other equitable relief, including, without limitation, specific performance, to enforce the post-employment restrictions and other non-solicitation and confidentiality obligations set forth in this Agreement, without the necessity of proving inadequacy of legal remedies or irreparable harm or posting bond or giving notice, to the maximum extent permitted by law. However, nothing in this Paragraph 10 should be construed to constitute a waiver of the Parties' rights and obligations to arbitrate as set forth in this Paragraph 10.

(d) IN THE EVENT THAT ANY COURT OF COMPETENT JURISDICTION OR ARBITRATOR DETERMINES THAT THE SCOPE OF THE ARBITRATION OR RELATED PROVISIONS OF THIS AGREEMENT ARE TOO BROAD TO BE ENFORCED AS WRITTEN, THE PARTIES INTEND THAT THE COURT REFORM THE PROVISION IN QUESTION TO SUCH NARROWER SCOPE AS IT DETERMINES TO BE REASONABLE AND ENFORCEABLE. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY HERETO THAT THIS PARAGRAPH 10(d) CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH IT OR HE IS RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. BEFORE ACCEPTING THE TERMS OF THIS AGREEMENT, INCLUDING THE RESTRICTIVE COVENANT TERMS, PLEASE READ AND UNDERSTAND YOUR CONTINUING OBLIGATIONS TO THE COMPANY AND ITS AFFILIATES.

11. **Indemnification.** The Company shall indemnify Employee to the fullest extent permitted by Section 145 of the Delaware General Corporation Law against all costs, expenses, liabilities and losses, including but not limited to, attorneys fees, judgments, fines, penalties, taxes and amounts paid in settlement, reasonably incurred by Employee in conjunction with any action, suit, or proceeding, whether civil, criminal, administrative, or investigative in nature, which the Employee is made or threatened to be made a party or witness by reason of Employee's position as officer, employee or agent of the Company or otherwise due to Employee's association with the Company or due to Employee's position or association with any other entity, at the request of the Company. The Company shall advance to Employee all reasonable costs and expenses incurred in

connection with such action within twenty (20) days after receipt by the Company of Employee's written request. The Company shall be entitled to be reimbursed by Employee and Employee agrees to reimburse the Company if it is determined that Employee is not entitled to be indemnified with respect to an action, suit, or proceeding under applicable law. The Company shall not settle any such claim in any manner which would impose liability, including monetary penalties or censure, on the Employee without Employee's prior written consent, unless the Employee would be harmed by such action.

12. **Governing Law; Submission to Jurisdiction; Jury Waiver.** THIS AGREEMENT SHALL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW DOCTRINE. THE VENUE FOR ANY ENFORCEMENT OF THE ARBITRATION AWARD SHALL BE EXCLUSIVELY IN THE COURTS IN DALLAS, TEXAS, AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION. THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.

13. **Severability.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then the Parties will be relieved of all obligations arising under such provision, but only to the extent it is illegal, unenforceable, or void. The Parties intend that this Agreement will be deemed amended by modifying any such illegal, unenforceable, or void provision to the extent necessary to make it legal and enforceable while preserving its intent, or if such is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives. Notwithstanding the foregoing, if the remainder of this Agreement will not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the extent permitted by law.

14. **Waiver.** No delay or omission by any Party to this Agreement to exercise any right or power under this Agreement will impair such right or power or be construed as a waiver thereof. A waiver by any of the Parties to this Agreement of any of the covenants to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant contained in this Agreement. All remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to any Party at law, in equity or otherwise.

15. **Notices.** Any notices, consents, demands, requests, approvals and other communications to be given under this Agreement by any Party to the other shall be deemed to have been duly given if given in writing and personally delivered or sent by mail (registered or certified) or by a recognized "next-day delivery service" to the address set forth below a Party's signature, with a courtesy copy provided to the Company's General Counsel.

16. **Entire Agreement.** This Agreement represents the entire agreement relating to employment between the Company and Employee and supersedes all previous oral and

written and all contemporaneous oral negotiations or commitments, writings and other understandings which, at the Effective Date, shall be deemed to be terminated and of no further force or effect. No prior or subsequent promises, representation, or understandings relative to any terms or conditions of employment are to be considered as part of this Agreement or as binding.

17. **Amendment**. This Agreement may be amended or modified only in a writing signed by the Parties hereto.

18. **Guarantee of Payment and Performance**. D&B agrees to guarantee in all respects the payment and performance obligations of D&B Management set forth in this Agreement.

19. **Recoupment Policy**. The Company may recover amounts paid to Employee hereunder or under any other plan or program of, or agreement or arrangement with, the Company, and any gain in respect of any equity awards granted to Employee, in accordance with any applicable Company clawback or recoupment policy that is generally applicable to the Company's other senior executives, as such policy may be amended and in effect from time to time, or as otherwise required by applicable law or applicable stock exchange listing standards, including, without limitation, Section 10D of the Securities Exchange Act of 1934, as amended.

20. **Section 280G**. Notwithstanding anything to the contrary in this Agreement, if Employee is a "disqualified individual" (as defined in Section 280G(c) of the Internal Revenue Code of 1986, as amended (the "Code")), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Employee has the right to receive from the Company or any of its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Employee from the Company and its affiliates will be one dollar (\$1.00) less than three times Employee's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Employee shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Employee (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by a nationally recognized accounting firm or other professional organization that is a certified public accounting firm recognized as an expert in determinations and

calculations for purposes of Section 280G of the Code selected by the Company prior to the change in control (the "Accounting Firm"). All reasonable fees and expenses of the Accounting Firm shall be borne solely by the Company. Nothing in this Paragraph 20 shall require the Company to be responsible for, or have any liability or obligation with respect to, Employee's excise tax liabilities under Section 4999 of the Code, if any.

21. **Withholding**. The Company shall be entitled to withhold from any amounts to be paid or benefits provided to the Employee hereunder any federal, state, local, or foreign

withholding or other taxes or charges which it is from time to time required to withhold. The Company shall be entitled to rely on an opinion of counsel or tax preparer if any question as to the amount or requirement of any such withholding shall arise.

22. **Acknowledgment**. By signing below, as a material inducement to the Company entering into this Agreement, Employee unconditionally represents and warrants that: (a) Employee has been advised to consult with an attorney regarding the terms of this Agreement; (b) Employee has consulted with, or has had sufficient opportunity to consult with Employee's own counsel or other advisors regarding the terms of this Agreement; (c) Employee has relied solely on Employee's own judgment and that of Employee's attorneys, advisors, and representatives regarding the consideration for, and the terms of, this Agreement; (d) any and all questions regarding the terms of this Agreement have been asked and answered to Employee's complete satisfaction; (e) Employee has read this Agreement and fully understand its terms and their import; and (f) Employee is entering into this Agreement voluntarily, of Employee's own free will, and without any duress, coercion, fraudulent inducement, or undue influence exerted by or on behalf of any other Party or any other person or entity.

23. **Counterparts**. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

COMPANY:

DAVE & BUSTER'S MANAGEMENT CORPORATION, LLC

By: /s/ Rachel Morgan Name:

Title: Chief Legal Officer & Corporate Secretary

Address: 1221 S. Belt Line Rd, #500 Coppell, TX 75019

DAVE & BUSTER'S ENTERTAINMENT, INC.

By: /s/ Rachel Morgan Name:

Title: Chief Legal Officer & Corporate Secretary

Address: 1221 S. Belt Line Rd, #500 Coppell, TX 75019

EMPLOYEE:

Name: /s/ Amanda Busby

Address:

Employment Agreement (October 2023 version)

[EMPLOYEE SIGNATURE PAGE TO EMPLOYMENT AGREEMENT]



**Dave & Buster's Strengthens Executive Leadership Team
to Support Growth, Operational Excellence and Innovation**

DALLAS, August 24, 2026 (GLOBE NEWSWIRE) -- Dave & Buster's Entertainment, Inc. (NASDAQ: PLAY) ("Dave & Buster's" or "the Company"), an owner, operator, and franchisor of entertainment and dining venues, today announced a series of executive leadership appointments and promotions designed to strengthen the company's capabilities across operations, marketing, strategy, finance, revenue management, technology, and governance.

In addition to the recent announcement of the appointment of Darin Harper as Chief Executive Officer, the Company is pleased to announce additional recent hires and promotions. Amanda Busby joined the Company this month as Chief Operations Officer, coming with decades of experience at SSP America and Red Robin. Additionally, the Company recently promoted Rachel Morgan to serve as Chief Legal and Administrative Officer & Corporate Secretary, expanding her responsibilities to include oversight of both the legal and human resources organizations. The Company also promoted Aldo Rosales to Chief Strategy & Revenue Management Officer.

These new hires and promotions join other recent executive team additions including Jeremy Tucker as Chief Marketing Officer, Kevin Fish as Chief Technology and Digital Officer, and Derek Sample as Chief Accounting Officer.

Collectively, these leaders bring decades of experience across some of the world's most respected consumer, hospitality, entertainment, restaurant, media, and technology organizations.

"We believe Dave & Buster's and Main Event have exciting and significant near-term opportunities ahead of us," said Darin Harper, Chief Executive Officer. "Realizing that potential requires exceptional talent, strong execution, and leaders who share a commitment to serving our guests, developing our team members, and delivering long-term value for our shareholders. Amanda, Jeremy, Aldo, Kevin, Rachel, and Derek, each bring capabilities that directly support our strategic priorities. Together, they strengthen our ability to elevate operations, build our brands, drive sustainable revenue growth, accelerate digital innovation, and maintain the strong governance and discipline necessary to support long-term success and drive shareholder value. What excites me most beyond any individual appointment is the strength of the team we're building together. I am excited about what we will accomplish together as we continue shaping the future of our company."

"On behalf of the entire Board, we are extremely excited about these enhancements to the leadership team," said James Chambers, Chair of the Board. "We have high confidence in the direction of this business and its Back-to-Basics strategy, and we believe there is a significant amount of value to be created at this Company. This leadership team is the right one to capitalize on this opportunity, and the Board looks forward to working closely with them to drive same store sales and EBITDA growth, significant cash flow generation, and meaningful increases in shareholder value."

About Amanda Busby

Appointed Chief Operations Officer

Amanda brings more than 30 years of leadership experience across the restaurant, hospitality, and entertainment industries and has built a reputation for delivering strong business results through operational excellence, revenue growth, organizational development, and disciplined execution.

Prior to joining Dave & Buster's, Amanda served as Chief Operations Officer of SSP America, where she led operations for a billion-dollar business consisting of more than 450 restaurants representing over 300 brands across nearly 60 airports throughout North America. She later served as President, Operations Excellence, adding oversight of marketing, culinary and training to her existing operations role, and led an integrated organization that included Commercial & Marketing, Culinary, Training, and Operations Excellence.

Before SSP America, Amanda spent 19 years with Red Robin, advancing from Training General Manager through progressively broader leadership roles before ultimately serving as Vice President of Operations, overseeing 230 restaurants across one of the industry's leading casual dining brands.

Amanda is widely recognized for her people-first leadership style and her belief that exceptional performance is achieved through trust, accountability, clear expectations, and continuous development. She will play a key role in strengthening operational execution, supporting field teams, and elevating the guest experience across the Dave & Buster's system.

About Jeremy Tucker

Appointed Chief Marketing Officer

Jeremy has led innovative marketing initiatives at globally recognized organizations including Doritos, The Walt Disney Company, Spin Master, Planet Fitness, and AutoNation. His accomplishments include helping pioneer Doritos' groundbreaking "Crash the Super Bowl" campaign and launching one of the brand's earliest gaming integrations, helping establish new standards for consumer engagement and brand participation.

Most recently, Jeremy served as Chief Marketing Officer at AutoNation, where he led marketing strategy, creative, media, digital marketing, customer experience, and brand development across more than 300 locations nationwide. He previously served as Chief Marketing Officer of Planet Fitness, helping strengthen the brand's relationship with members and communities during a transformative period for the industry.

About Aldo Rosales

Promoted to Chief Strategy & Revenue Management Officer

In this newly expanded role, Aldo will lead the dual mission of developing the company's long-term growth roadmap while designing and implementing pricing and promotional initiatives that drive immediate revenue growth and performance improvement.

Previously, Aldo was Global Head of Strategy & Operations at QuantumBlack, AI by McKinsey, and an Associate Partner at McKinsey & Co.

About Kevin Fish

Appointed Chief Technology & Digital Officer

Kevin brings more than 25 years of experience leading technology organizations and large-scale digital transformation initiatives across the restaurant, retail, and professional services industries. Prior to joining the company, Kevin held senior leadership positions with organizations including Wingstop, Pizza Hut, FedEx Office, Ernst & Young, and Capgemini. Throughout his career, he has developed deep expertise across digital product development, e-commerce, guest-facing technology, marketing technology, enterprise systems, and delivery platform integrations.

About Rachel Morgan

Appointed Chief Legal & Administrative Officer & Corporate Secretary

Rachel brings more than 25 years of executive leadership experience overseeing legal, governance, compliance, risk management, and human resources functions for large, complex public companies.

Most recently, she served as Executive Vice President, General Counsel, and Corporate Secretary of Nexstar Media Group, where she led both the Legal and Human Resources organizations and advised executive leadership and the Board of Directors on matters including corporate governance, executive compensation, enterprise risk, regulatory strategy, and organizational culture.

Throughout her career, Rachel has successfully navigated significant legal and business challenges involving labor and employment matters, litigation management, regulatory affairs, mergers and acquisitions, compliance programs, and enterprise risk management. Her ability to combine legal expertise with practical business judgment has made her a trusted advisor to management teams and boards alike.

About Derek Sample

Appointed Chief Accounting Officer

Derek brings nearly 20 years of finance and accounting leadership experience across the leisure and hospitality, aviation, energy, and professional services industries, with a focus on people, processes, and technology to strengthen financial operations, improve scalability, and support organizational transformation.

Most recently, he served as Chief Accounting Officer of Six Flags Entertainment Corporation and led the business transformation organization established following the merger of Six Flags and Cedar Fair. In that role, he oversaw post-merger integration efforts and enterprise-wide technology modernization initiatives designed to simplify processes, improve financial visibility, and support long-term growth. He began his career with KPMG.

About Dave & Buster's Entertainment, Inc.

Founded in 1982 and headquartered in Coppell, Texas, Dave & Buster's Entertainment, Inc. is the owner and operator of 250 stores in North America that offer premier entertainment and dining experiences to guests through two distinct brands: Dave & Buster's and Main Event. The Company has 184 Dave & Buster's branded stores in 43 states, Puerto Rico, and Canada and offers guests the opportunity to "Eat Drink Play and Watch" all in one location. Each store offers a full menu of entrées and appetizers, a complete selection of alcoholic and non-alcoholic beverages, and an extensive assortment of entertainment attractions centered around playing games and watching live sports and other televised events. The Company also operates 66 Main Event branded stores in 24 states across the country, and offers state-of-the-art bowling, laser tag, hundreds of arcade games and virtual reality, making it the perfect place for families to connect and make memories. Internationally, the Company is in early-stage growth as a franchisor of its brands with six Dave & Buster's franchise stores currently open. For more information about each brand, visit daveandbusters.com and mainevent.com.

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