

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-K**

(Mark One)



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

For the fiscal year ended December 31, 2023

or



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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-35625



**BLOOMIN' BRANDS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**20-8023465**

(I.R.S. Employer  
Identification No.)

**2202 North West Shore Boulevard, Suite 500, Tampa, FL 33607**

(Address of principal executive offices) (Zip Code)

**( 813 ) 282-1225**

(Registrant's telephone number, including area code)

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

| Title of each class                   | Trading Symbol(s) | Name of each exchange on which registered                            |
|---------------------------------------|-------------------|----------------------------------------------------------------------|
| <b>Common Stock \$ 0.01 par value</b> | <b>BLMN</b>       | <b>The Nasdaq Stock Market LLC<br/>(Nasdaq Global Select Market)</b> |

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☒ Accelerated Filer ☐ Non-accelerated Filer ☐  
Smaller Reporting Company ☐ 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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of common stock held by non-affiliates (based on the closing price on the last business day of the registrant's most recently completed second fiscal quarter as reported on the Nasdaq Global Select Market) was \$ 2.2 billion.

As of February 23, 2024, 87,058,234 shares of common stock of the registrant were outstanding.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive Proxy Statement for its 2024 Annual Meeting of Stockholders are incorporated by reference into Part III, Items 10-14 of this Annual Report on Form 10-K.

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**BLOOMIN' BRANDS, INC.****INDEX TO ANNUAL REPORT ON FORM 10-K  
For Fiscal Year 2023****TABLE OF CONTENTS**

|                                                                                                                                      | <b>PAGE NO.</b>     |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>PART I</b>                                                                                                                        |                     |
| <a href="#">Item 1. Business</a>                                                                                                     | <a href="#">5</a>   |
| <a href="#">Item 1A. Risk Factors</a>                                                                                                | <a href="#">17</a>  |
| <a href="#">Item 1B. Unresolved Staff Comments</a>                                                                                   | <a href="#">30</a>  |
| <a href="#">Item 1C. Cybersecurity</a>                                                                                               | <a href="#">30</a>  |
| <a href="#">Item 2. Properties</a>                                                                                                   | <a href="#">32</a>  |
| <a href="#">Item 3. Legal Proceedings</a>                                                                                            | <a href="#">32</a>  |
| <a href="#">Item 4. Mine Safety Disclosures</a>                                                                                      | <a href="#">32</a>  |
| <b>PART II</b>                                                                                                                       |                     |
| <a href="#">Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</a> | <a href="#">33</a>  |
| <a href="#">Item 6. [Reserved]</a>                                                                                                   | <a href="#">34</a>  |
| <a href="#">Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations</a>                        | <a href="#">35</a>  |
| <a href="#">Item 7A. Quantitative and Qualitative Disclosures About Market Risk</a>                                                  | <a href="#">57</a>  |
| <a href="#">Item 8. Financial Statements and Supplementary Data</a>                                                                  | <a href="#">59</a>  |
| <a href="#">Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</a>                         | <a href="#">107</a> |
| <a href="#">Item 9A. Controls and Procedures</a>                                                                                     | <a href="#">107</a> |
| <a href="#">Item 9B. Other Information</a>                                                                                           | <a href="#">107</a> |
| <a href="#">Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections</a>                                         | <a href="#">107</a> |
| <b>PART III</b>                                                                                                                      |                     |
| <a href="#">Item 10. Directors, Executive Officers and Corporate Governance</a>                                                      | <a href="#">108</a> |
| <a href="#">Item 11. Executive Compensation</a>                                                                                      | <a href="#">108</a> |
| <a href="#">Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</a>              | <a href="#">108</a> |
| <a href="#">Item 13. Certain Relationships and Related Transactions, and Director Independence</a>                                   | <a href="#">108</a> |
| <a href="#">Item 14. Principal Accounting Fees and Services</a>                                                                      | <a href="#">109</a> |
| <b>PART IV</b>                                                                                                                       |                     |
| <a href="#">Item 15. Exhibits and Financial Statement Schedules</a>                                                                  | <a href="#">110</a> |
| <a href="#">Item 16. Form 10-K Summary</a>                                                                                           | <a href="#">113</a> |
| <a href="#">Signatures</a>                                                                                                           | <a href="#">114</a> |

**PART I****Cautionary Statement**

This Annual Report on Form 10-K (the "Report") includes statements that express our opinions, expectations, beliefs, plans, objectives, assumptions or projections regarding future events or future results and therefore are, or may be deemed to be, "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements can generally be identified by the use of forward-looking terminology, including the terms "believes," "estimates," "anticipates," "expects," "feels," "seeks," "forecasts," "projects," "intends," "plans," "may," "will," "should," "could" or "would" or, in each case, their negative or other variations or comparable terminology, although not all forward-looking statements are accompanied by such terms. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Report and include statements regarding our intentions, beliefs or current expectations concerning, among other things, our results of operations, financial condition, liquidity, prospects, growth, strategies and the industry in which we operate.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Although we base these forward-looking statements on assumptions that we believe are reasonable when made, we caution you that forward-looking statements are not guarantees of future performance and that our actual results of operations, financial condition and liquidity, and industry developments may differ materially from statements made in or suggested by the forward-looking statements contained in this Report. In addition, even if our results of operations, financial condition and liquidity, and industry developments are consistent with the forward-looking statements contained in this Report, those results or developments may not be indicative of results or developments in subsequent periods. Important factors that could cause actual results to differ materially from statements made or suggested by forward-looking statements include, but are not limited to, those described in the "Risk Factors" section of this Report and the following:

- (i) Consumer reactions to public health and food safety issues;
- (ii) Minimum wage increases, additional mandated employee benefits and fluctuations in the cost and availability of employees;
- (iii) Our ability to recruit and retain high-quality leadership, restaurant-level management and team members;
- (iv) Economic and geopolitical conditions and their effects on consumer confidence and discretionary spending, consumer traffic, the cost and availability of credit and interest rates;
- (v) Our ability to compete in the highly competitive restaurant industry with many well-established competitors and new market entrants;
- (vi) Our ability to protect our information technology systems from interruption or security breach, including cybersecurity threats, and to protect consumer data and personal employee information;
- (vii) Fluctuations in the price and availability of commodities, including supplier freight charges and restaurant distribution expenses, and other impacts of inflation and our dependence on a limited number of suppliers and distributors to meet our beef, pork, chicken and other major product supply needs;
- (viii) Our ability to preserve and grow the reputation and value of our brands, particularly in light of changes in consumer engagement with social media platforms and limited control with respect to the operations of our franchisees;

**BLOOMIN' BRANDS, INC.**

- (ix) The effects of international economic, political and social conditions and legal systems on our foreign operations and on foreign currency exchange rates;
- (x) Our ability to comply with new corporate citizenship and sustainability reporting requirements and investor expectations or our failure to achieve any goals, targets or objectives that we establish with respect to corporate citizenship and sustainability matters;
- (xi) Our ability to effectively respond to changes in patterns of consumer traffic, including by maintaining relationships with third party delivery apps and services, consumer tastes and dietary habits;
- (xii) Our ability to comply with governmental laws and regulations, the costs of compliance with such laws and regulations and the effects of changes to applicable laws and regulations, including tax laws and unanticipated liabilities, and the impact of any litigation;
- (xiii) Our ability to implement our remodeling, relocation and expansion plans, due to uncertainty in locating and acquiring attractive sites on acceptable terms, obtaining required permits and approvals, recruiting and training necessary personnel, obtaining adequate financing and estimating the performance of newly opened, remodeled or relocated restaurants, and our cost savings plans to enable reinvestment in our business, due to uncertainty with respect to macroeconomic conditions and the efficiency that may be added by the actions we take;
- (xiv) Seasonal and periodic fluctuations in our results and the effects of significant adverse weather conditions and other disasters or unforeseen events;
- (xv) The effects of our leverage and restrictive covenants in our various credit facilities on our ability to raise additional capital to fund our operations, to make capital expenditures to invest in new or renovate restaurants and to react to changes in the economy or our industry; and
- (xvi) Any impairment in the carrying value of our goodwill or other intangible or long-lived assets and its effect on our financial condition and results of operations.

Given these risks and uncertainties, we caution you not to place undue reliance on these forward-looking statements. Any forward-looking statement that we make in this Report speaks only as of the date of such statement, and we undertake no obligation to update any forward-looking statement or to publicly announce the results of any revision to any of those statements to reflect future events or developments. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance, unless specifically expressed as such, and should only be viewed as historical data.

## BLOOMIN' BRANDS, INC.

### Item 1. Business

Bloomin' Brands, Inc. ("Bloomin' Brands," the "Company," "we," "us," and "our" and similar terms mean Bloomin' Brands, Inc. and its subsidiaries except where the context otherwise requires) is one of the largest casual dining restaurant companies in the world, with a portfolio of leading, differentiated restaurant concepts. We have four founder-inspired concepts: Outback Steakhouse, Carrabba's Italian Grill, Bonefish Grill and Fleming's Prime Steakhouse & Wine Bar. Our restaurant concepts range in price point and degree of formality from casual (Outback Steakhouse and Carrabba's Italian Grill) to upscale casual (Bonefish Grill) and fine dining (Fleming's Prime Steakhouse & Wine Bar). OSI Restaurant Partners, LLC ("OSI"), a wholly-owned subsidiary of Bloomin' Brands, is our primary operating entity.

#### MARKETS

As of December 31, 2023, we owned and operated 1,189 restaurants and franchised 291 restaurants across 47 states, Guam and 13 countries.

#### Our Segments

We consider each of our restaurant concepts and international markets to be operating segments, which reflects how we manage our business, review operating performance and allocate resources. We aggregate our operating segments into two reportable segments, U.S. and international. The U.S. segment includes all restaurants operating in the U.S. while restaurants operating outside the U.S. are included in the international segment. Following is a summary of reportable segments as of December 31, 2023:

| REPORTABLE SEGMENT (1) | CONCEPT                                                                                                   | GEOGRAPHIC LOCATION               |
|------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------|
| U.S.                   | Outback Steakhouse<br>Carrabba's Italian Grill<br>Bonefish Grill<br>Fleming's Prime Steakhouse & Wine Bar | United States of America          |
| International          | Outback Steakhouse<br>Carrabba's Italian Grill (Abbraccio)                                                | Brazil, Hong Kong/China<br>Brazil |

(1) Includes franchise locations. See Item 2. *Properties* for disclosure of our restaurant count by country and territory.

#### U.S. Segment

As of December 31, 2023, in our U.S. segment, we owned and operated 998 restaurants and franchised 152 restaurants across 47 states.

**Outback Steakhouse** - Outback Steakhouse is a casual steakhouse restaurant concept focused on steaks, bold flavors and Australian decor. The Outback Steakhouse menu offers seasoned and seared grilled steaks, chops, chicken, seafood, pasta, salads and seasonal specials. The menu also offers a selection of specialty appetizers, including our signature Bloomin' Onion®, and desserts, together with full bar service.

**Carrabba's Italian Grill** - Offering authentic Italian cuisine passed down from its founders' family recipes, Carrabba's Italian Grill uses high-quality ingredients to prepare fresh and handmade dishes cooked to order in a lively exhibition kitchen. Featuring a wood-burning grill inspired by the many tastes of Italy, guests can enjoy signature dishes such as Chicken Bryan and Pollo Rosa Maria, wood-fire grilled steaks and chops, small plates and classic Italian pasta dishes in a welcoming, contemporary atmosphere.

**Bonefish Grill** - Bonefish Grill specializes in fish from around the world, hand-cut in-house every day, savory wood-grilled specialties, and locally created, seasonal Partner Selection dishes featuring high-quality and fresh ingredients. Offering a selection of classic and signature hand-crafted cocktails, using fresh juices, edible garnishes and house infusions, Bonefish Grill also features a distinct list of wines, the perfect match for any food pairing.

## BLOOMIN' BRANDS, INC.

*Fleming's Prime Steakhouse & Wine Bar* - Fleming's Prime Steakhouse & Wine Bar is a contemporary interpretation of the classic American steakhouse, boasting culinary mastery, signature style and unrivaled attentive service to create memorable dining experiences for guests. Fleming's Prime Steakhouse & Wine Bar offers an impressive range of USDA Prime steaks, premium seafood entrées, storied wines and fresh hand-crafted cocktails.

### International Segment

We have local management to support and grow restaurants in each of the countries where we have Company-owned operations. Our international operations are integrated with our corporate headquarters to leverage enterprise-wide capabilities, including marketing, finance, real estate, information technology, legal, human resources, supply chain management and productivity.

As of December 31, 2023, in our international segment, we owned and operated 191 restaurants and franchised 139 restaurants across 13 countries and Guam. See Item 2. *Properties* for disclosure of our international restaurant count by country and territory.

*Outback Steakhouse* - Our international Outback Steakhouse restaurants have a menu similar to our U.S. menu with additional variety to meet local taste preferences. In addition to the traditional Outback Special sirloin, a typical international menu may feature local cuts of beef.

*Carrabba's Italian Grill (Abbraccio Cucina Italiana)* - Abbraccio Cucina Italiana, our international Carrabba's Italian Grill restaurant concept, offers a blend of traditional and modern Italian dishes. The menu varies, with additional pasta and pizza offerings, to account for local tastes and customs. Abbraccio Cucina Italiana also has a range of beverage options, including classically inspired cocktails and local favorites with an Italian twist.

### **Restaurant Development**

We utilize the ownership structure and market entry strategy that best fits the needs for a particular market, including Company-owned units and franchises, as determined by demand, cost structure and economic conditions.

*U.S. Development* - We opportunistically pursue unit growth across our concepts through existing geography fill-in and market expansion opportunities. During 2021, we opened our first U.S. Outback Steakhouse utilizing a smaller-scaled "Joey" design. The Joey was designed to increase return on investment through a reduced restaurant footprint with a more efficient layout. Our current Joey design consists of a freestanding building with approximately 5,000 square feet and seating for approximately 190 guests. We opened six Outback Steakhouse restaurants during 2023 and plan to open approximately 15 additional locations throughout 2024.

*International Development* - We continue to pursue international expansion opportunities, leveraging established equity and franchise markets in South America and Asia, and in strategically selected emerging and high-growth developed markets, with a focus on Brazil. All Outback Steakhouse restaurants opened in Brazil since the beginning of 2021 were built utilizing the Joey design. Our current Joey design in Brazil consists of an in-line strip mall space with approximately 4,800 square feet and seating for approximately 190 guests.

*Remodeling* - We regularly remodel restaurants across all of our concepts to maintain the relevance of our restaurants' ambience, focused on driving additional traffic to our restaurants. During 2023, we completed more than 100 restaurant remodels.

Beginning in 2022, the remodel of our Outback Steakhouse restaurants included the installation of advanced grills and ovens. We completed the rollout of this equipment to substantially all Outback Steakhouse restaurants during 2023. These investments have improved our cooking consistency, meal pacing and guest satisfaction while also providing a cost-saving opportunity for our Company.

## BLOOMIN' BRANDS, INC.

*System-wide Restaurant Summary* - Following is a system-wide rollforward of our restaurants in operation during 2023:

| Number of restaurants:                | DECEMBER 25, | 2023 ACTIVITY |          | DECEMBER 31, | U.S. STATE |
|---------------------------------------|--------------|---------------|----------|--------------|------------|
|                                       | 2022         | OPENINGS      | CLOSURES | 2023         | COUNT      |
| U.S.                                  |              |               |          |              |            |
| Outback Steakhouse                    |              |               |          |              |            |
| Company-owned                         | 566          | 6             | (10)     | 562          |            |
| Franchised                            | 127          | —             | (1)      | 126          |            |
| Total                                 | 693          | 6             | (11)     | 688          | 46         |
| Carrabba's Italian Grill              |              |               |          |              |            |
| Company-owned                         | 199          | —             | (1)      | 198          |            |
| Franchised                            | 19           | —             | —        | 19           |            |
| Total                                 | 218          | —             | (1)      | 217          | 29         |
| Bonefish Grill                        |              |               |          |              |            |
| Company-owned                         | 173          | —             | (3)      | 170          |            |
| Franchised                            | 7            | 1             | (2)      | 6            |            |
| Total                                 | 180          | 1             | (5)      | 176          | 30         |
| Fleming's Prime Steakhouse & Wine Bar |              |               |          |              |            |
| Company-owned                         | 65           | —             | (1)      | 64           | 25         |
| Aussie Grill                          |              |               |          |              |            |
| Company-owned                         | 7            | —             | (3)      | 4            |            |
| Franchised                            | —            | 1             | —        | 1            |            |
| Total                                 | 7            | 1             | (3)      | 5            | 1          |
| U.S. total (1)                        | 1,163        | 8             | (21)     | 1,150        |            |
| International                         |              |               |          |              |            |
| Company-owned                         |              |               |          |              |            |
| Outback Steakhouse - Brazil (2)       | 139          | 16            | —        | 155          |            |
| Other (2)(3)                          | 36           | 2             | (2)      | 36           |            |
| Franchised                            |              |               |          |              |            |
| Outback Steakhouse - South Korea (1)  | 86           | 16            | (10)     | 92           |            |
| Other (3)                             | 47           | 4             | (4)      | 47           |            |
| International total                   | 308          | 38            | (16)     | 330          |            |
| System-wide total                     | 1,471        | 46            | (37)     | 1,480        |            |
| System-wide total - Company-owned     | 1,185        | 24            | (20)     | 1,189        |            |
| System-wide total - Franchised        | 286          | 22            | (17)     | 291          |            |

- (1) Excludes 36 and five off-premises only kitchens as of December 25, 2022 and December 31, 2023, respectively. One location was Company-owned in the U.S and all others were franchised in South Korea as of December 25, 2022 and December 31, 2023.
- (2) The restaurant counts for Brazil, including Abbraccio and Aussie Grill restaurants within International Company-owned Other, are reported as of November 30, 2022 and 2023, respectively, to correspond with the balance sheet dates of this subsidiary.
- (3) International Company-owned Other included four and two Aussie Grill locations as of December 25, 2022 and December 31, 2023, respectively. International Franchised Other included four Aussie Grill locations as of December 25, 2022 and December 31, 2023.

### Competition

The restaurant industry is highly competitive with a substantial number of restaurant operators that compete directly and indirectly with us in respect to price, service, location and food quality, and there are other well-established competitors with significant financial and other resources. There is also active competition for management personnel, attractive suitable real estate sites, supplies and restaurant employees. In addition, competition is influenced strongly by marketing and brand reputation. At an aggregate level, all major casual dining restaurants in markets in which we operate would be considered competitors of our concepts. We also face growing competition from the supermarket industry which offers expanded selections of prepared meals. Further, improving product offerings and convenience options from quick-service and fast-casual restaurants, and the expansion of home delivery services, together with negative economic conditions, could cause consumers to choose less expensive

## BLOOMIN' BRANDS, INC.

alternatives than our restaurants. Internationally, we face competition due to the number of casual dining restaurant options in the markets in which we operate.

### REVENUE GENERATING ACTIVITIES

We generate our revenues from our Company-owned restaurants and through sales of franchise rights and ongoing royalties and other fees from our franchised restaurants.

*Company-owned Restaurants* - Company-owned restaurants are restaurants wholly-owned by us or in which we have a majority ownership. The results of operations of Company-owned restaurants are included in our consolidated operating results and the portion of income or loss attributable to the noncontrolling interests is eliminated in our Consolidated Statements of Operations and Comprehensive Income.

Following is a summary of sales by occasion, sales mix by product type and average check per person for Company-owned restaurants during 2023:

|                                   | U.S.                  |                             |                |                                             | INTERNATIONAL                   |
|-----------------------------------|-----------------------|-----------------------------|----------------|---------------------------------------------|---------------------------------|
|                                   | Outback<br>Steakhouse | Carrabba's<br>Italian Grill | Bonefish Grill | Fleming's<br>Prime Steakhouse<br>& Wine Bar | Outback<br>Steakhouse<br>Brazil |
| <b>Occasion:</b>                  |                       |                             |                |                                             |                                 |
| In-restaurant sales               | 74 %                  | 67 %                        | 84 %           | 95 %                                        | 86 %                            |
| Off-premises sales                | 26 %                  | 33 %                        | 16 %           | 5 %                                         | 14 %                            |
|                                   | 100 %                 | 100 %                       | 100 %          | 100 %                                       | 100 %                           |
| <b>Sales mix by product type:</b> |                       |                             |                |                                             |                                 |
| Food & non-alcoholic beverage     | 92 %                  | 90 %                        | 81 %           | 79 %                                        | 92 %                            |
| Alcoholic beverage                | 8 %                   | 10 %                        | 19 %           | 21 %                                        | 8 %                             |
|                                   | 100 %                 | 100 %                       | 100 %          | 100 %                                       | 100 %                           |
| Average check per person (\$USD)  | \$ 28                 | \$ 25                       | \$ 34          | \$ 100                                      | \$ 13                           |
| Average check per person (R\$)    |                       |                             |                |                                             | R\$ 64                          |

*Unaffiliated Franchise Program* - Our unaffiliated franchise agreements grant third parties the right to establish and operate a restaurant using one of our concepts. Franchised restaurants are required to be operated in accordance with the franchise agreement and in compliance with their respective concept's standards and specifications.

Under our franchise agreements, each franchisee is required to pay an initial franchise fee and monthly royalties based on a percentage of gross restaurant sales. Initial franchise fees for full-service restaurants are generally \$40,000 for U.S. franchisees and range between \$30,000 and \$75,000 for international franchisees, depending on the market. Some franchisees may also pay advertising and administration fees based on a percentage of gross restaurant sales. Following is a summary of royalty fee percentages based on our existing unaffiliated franchise agreements:

| (as a % of gross Restaurant sales) | MONTHLY ROYALTY FEE<br>PERCENTAGE |
|------------------------------------|-----------------------------------|
| U.S. franchisees (1)               | 3.50% - 5.75%                     |
| International franchisees (2)      | 2.75% - 5.00%                     |

- (1) U.S. franchisees must also contribute a percentage of gross sales for national marketing programs and spend a certain percentage of gross sales on local advertising.
- (2) International franchisees must spend a certain percentage of gross sales on local advertising, which varies depending on the market.

Effective December 31, 2023, we entered into an Amended & Restated Holistic Agreement (the "2023 Resolution Agreement") with Cerca Trova Southwest Restaurant Group, LLC (d/b/a Out West Restaurant Group) and certain of its affiliates (collectively, "Out West"), a franchisee of 78 Outback Steakhouse restaurants in the western United States. Under the terms of the 2023 Resolution Agreement, advertising fees are reduced to 2.25% of gross sales

**BLOOMIN' BRANDS, INC.**

until December 27, 2026 or upon the earlier occurrence of certain specified events, including the sale of all or substantially all of the assets or equity of Out West, bankruptcy or a liquidation event.

Out West also entered into a forbearance agreement with its lenders that, in conjunction with the 2023 Resolution Agreement, provides, among other things, for a pre-determined calculation of available monthly cash (after payment of operating expenses, including rents, royalties, national advertising fees and local marketing expenditures) that Out West may use for capital expenditures and to settle its obligations due to its lenders.

See Note 3 - *Revenue Recognition* of the Notes to Consolidated Financial Statements for further details regarding the 2023 Resolution Agreement.

**RESOURCES**

*Sourcing and Supply* - We take a global approach to procurement and supply chain management, with our corporate team serving all U.S. and international concepts. In addition, we have dedicated supply chain management personnel for our Company-owned international operations in South America and Asia. The global supply chain management organization is responsible for all food and operating supply purchases as well as a large percentage of purchases of field and corporate services.

We address the end-to-end costs associated with the products and goods we purchase by utilizing a combination of global, regional and local suppliers to capture efficiencies and economies of scale. This "total cost of ownership" approach focuses on the initial purchase price, coupled with the cost structure underlying the procurement and order fulfillment process. We also regularly monitor commodity markets and trends to execute product purchases at the most advantageous times.

We have a distribution program that includes food, non-alcoholic beverage, smallwares and packaging goods in all major markets. Where applicable, this program is managed by custom distribution companies that only provide products approved for our system. These customized relationships enable our staff to effectively manage and prioritize our supply chain.

Beef and pork represent the majority of purchased proteins in the U.S. and Brazil, respectively. In 2023, our U.S. restaurants purchased beef raw materials primarily from four U.S. beef suppliers and our restaurants in Brazil purchased pork raw materials primarily from four pork suppliers in Brazil. Due to the nature of our industry, we expect to continue purchasing a substantial amount of beef and pork from a small number of suppliers. Other major commodity categories purchased include seafood, poultry, produce, dairy, bread, oils and pasta and energy sources to operate our restaurants, such as natural gas and electricity. The cost of such commodities may fluctuate widely due to government policy and regulation, changing weather patterns and conditions, climate change and other supply and/or demand impacting events such as pandemics, macroeconomic conditions, geopolitical events or other unforeseen circumstances.

Serving safe and high-quality food has always been our priority. We utilize both an internal food safety team responsible for supplier evaluations and external third parties who inspect supplier adherence and restaurant practices to monitor quality, food safety and product specifications. All of our restaurants implement best practices for food handling, monitoring and innovating to improve procedures. Our restaurant teams have many touch points to seek to ensure food safety, quality and freshness through all phases of preparation.

We are committed to building long-term partnerships with suppliers who are dedicated to delivering safe, high-quality ingredients in a sustainable way. All suppliers are required to comply with our Supplier Code of Ethics and we strive to source only products that are raised in a sustainable, ethical and humane manner.

*Information Systems* - We leverage technology to support areas such as digital marketing and customer engagement, business analytics and decision support, restaurant operations and productivity initiatives related to optimizing our staffing, food waste management and supply chain efficiency.

**BLOOMIN' BRANDS, INC.**

To drive customer engagement, we continue to invest in data and technology infrastructure, including brand websites, digital marketing, online ordering and mobile apps. To increase customer convenience, we leverage our online ordering infrastructure to facilitate off-premises dining systems. Additionally, we developed systems to support our customer loyalty program with a focus on increasing traffic to our restaurants. In past years, we made investments in a supply chain management system to improve inventory forecasting and replenishment in our restaurants, which helps us manage food quality and cost, and reduce food waste.

Our integrated point-of-sale system allows us to transact business in our U.S. restaurants and communicate sales data through a secure corporate network to our enterprise resource planning system and data warehouse. Our Company-owned restaurants, and most of our franchised restaurants, are connected through a portal that provides our employees and franchise partners with access to business information and tools that allow them to collaborate, communicate, train and share information.

We maintain a system to ensure network security and safeguard against data loss. See Item 1C. *Cybersecurity* and Item 1A. *Risk Factors* for additional discussion of our cybersecurity measures.

*Advertising and Marketing* - We advertise through a diverse set of media channels including, but not limited to, national/spot television, radio, social media, search engines and other digital tactics. Our concepts have active public relations programs and also rely on national promotions, site visibility, local marketing, digital marketing, direct mail, billboards and point-of-sale materials to promote our restaurants. We focus on data segmentation and personalization, customer relationship management and digital advertising to be more efficient and relevant with our advertising expenditures. Additionally, in our company-owned international markets, we have teams that engage local agencies to tailor advertising to each market and develop relevant and timely promotions based on local consumer demand.

During 2023, Outback brought back the “No Rules, Just Right” platform, which includes highlighting our great menu and everyday value that we offer to our guests. “No Rules, Just Right” is more than a marketing platform, it is an attitude, aimed at re-energizing our restaurants with new food offerings, exceptional service and most importantly, ties back to our past.

Our multi-branded U.S. loyalty program, Dine Rewards, is designed to drive incremental traffic and provide data for customer segmentation and personalization opportunities.

*Restaurant Management* - The Restaurant Managing Partner has primary responsibility for the day-to-day operation of the restaurant and is required to follow Company-established operating standards. Area Operating Partners for our casual dining concepts oversee restaurant operations and Restaurant Managing Partners within a specific region. For our Outback Steakhouse and Carrabba's Italian Grill brands, Market Vice Presidents oversee multiple Area Operating Partner regions.

In addition to base salary, Restaurant Managing Partners and Chef Partners (“Restaurant Partners”), Area Operating Partners, and Market Vice Presidents generally receive performance-based bonuses for providing management and supervisory services to their restaurants, certain of which may be based on a percentage of their restaurants' monthly operating results or cash flows and/or total controllable income.

Many of our international Restaurant Managing Partners are given the option to purchase participation interests in the cash distributions of the restaurants they manage. The amount, terms and availability vary by country.

*Trademarks* - We regard our Outback®, Outback Steakhouse®, Carrabba's Italian Grill®, Bonefish Grill® and Fleming's Prime Steakhouse & Wine Bar® service marks and our Bloomin' Onion® trademark as having significant value and as being important factors in the marketing of our restaurants. We have also obtained trademarks and service marks for these and several of our other menu items and various advertising slogans both in the U.S. and in other countries where we operate. We are aware of names and marks similar to the service marks of ours used by other persons in certain geographic areas in which we have restaurants. However, we believe such uses will not

## BLOOMIN' BRANDS, INC.

adversely affect us. Our policy is to, whenever possible, pursue registration of our marks in countries where we operate and to vigorously oppose any infringement of our marks. We also have registered domain names for each of our concepts.

We license the use of our registered trademarks to franchisees and third parties through franchise and license arrangements. The franchise and license arrangements restrict franchisees' and licensees' activities with respect to the use of our trademarks and impose quality control standards in connection with goods and services offered in connection with the trademarks.

### SEASONALITY

Our business is subject to seasonal fluctuations. Historically, customer traffic patterns for our established U.S. restaurants are generally highest in the first quarter of the year and lowest in the third quarter of the year. International customer traffic patterns vary by market with Brazil historically experiencing minimal seasonal traffic fluctuations. Holidays may affect sales volumes seasonally in some of our markets. However, the COVID-19 pandemic had an impact on consumer behaviors and customer traffic that resulted in temporary changes in the seasonal fluctuations of our business. Additionally, severe storms, extended periods of inclement weather or climate extremes resulting from climate change may also affect the seasonal operating results of the areas impacted.

### GOVERNMENT REGULATION

We are subject to various federal, state, local and international laws affecting our business. Each of our restaurants is subject to licensing and regulation by a number of governmental authorities, which may include, among others, alcoholic beverage control, health and safety agencies and environmental and fire agencies in the state, municipality or country in which the restaurant is located.

*U.S.* - Alcoholic beverage sales represent 11% of our U.S. restaurant sales. Alcoholic beverage control regulations require each of our restaurants to apply to a state authority and, in certain locations, county or municipal authorities for a license or permit to sell alcoholic beverages on the premises and, where applicable, a permit to provide service for extended hours, for carry-out or delivery and on Sundays. We also offer alcohol to-go from certain locations from each of our restaurant concepts.

Our restaurant operations are also subject to federal and state laws for such matters as:

- immigration, employment, minimum wage, overtime, tip credits, paid leave, safety standards, worker conditions and health care;
- menu labeling and food safety;
- the Americans with Disabilities Act, which, among other things, requires our restaurants to meet federally mandated requirements for the disabled; and
- information security, data privacy, anti-corruption/anti-bribery, cashless payments and gift cards.

*International* - Our restaurants outside of the U.S. are subject to similar regional and local laws and regulations as our U.S. restaurants, including labor, food safety, data privacy, anti-corruption/anti-bribery and information security.

See Item 1A. - *Risk Factors* for a discussion of risks relating to federal, state, local and international regulation of our business.

### HUMAN CAPITAL RESOURCES

*Employees* - As of December 31, 2023, we employed approximately 87,000 Team Members, of which approximately 750 are corporate personnel, including more than 250 in international markets.

## BLOOMIN' BRANDS, INC.

We are committed to nurturing an inclusive, service-focused culture, founded on respecting and valuing every person, regardless of gender, race, ethnic origin, religion, sexual orientation, ability or age. We track several workforce statistics to help us understand the gender, racial and ethnic diversity of our U.S. Team Members, including the following as of the period indicated:

| KEY STATISTICS            | DECEMBER 31, 2023 |                     |
|---------------------------|-------------------|---------------------|
|                           | WOMEN             | PEOPLE OF COLOR (1) |
| Restaurant Support Center | 61%               | 23%                 |
| Operations Leadership (2) | 40%               | 32%                 |
| Hourly Team Members       | 52%               | 50%                 |

(1) Denotes U.S. Team Members that identify as Black/African American, Hispanic/Latinx, Asian, Native American, Pacific Islander or two or more races.

(2) Includes restaurant management, Chef Partners, Restaurant Managing Partners, Area Operating Partners, Regional Vice Presidents and Market Vice Presidents.

In addition to gender, racial and ethnic diversity, our U.S. Team Members are also diverse in age, comprised of five generations: Traditionalists, Baby Boomers, Generation X, Millennials and Generation Z.

Various jurisdictional mandated industry-wide labor agreements, which are renewed annually, apply to certain of our employees in Brazil.

*Celebrating Our People* – Team Members, guests, suppliers and neighbors have always been at the heart of our Company's culture, driven each day by our founding Principles & Beliefs, which include treating each individual as we would want to be treated. We believe that creating exceptional guest experiences begins with providing a positive, supportive work environment that welcomes individual differences and allows employees to grow and have fun. We focus on developing genuine, emotional guest connections through friendly service and high-quality food. We embrace the communities we serve, from feeding first responders to supporting non-profit organizations, especially in the Tampa Bay area of Florida, home to our Restaurant Support Center ("RSC").

We use surveys to seek feedback from our Team Members on a variety of topics that include, but are not limited to, confidence in leadership, our company culture and overall satisfaction with the Company. We utilize a comprehensive total rewards survey, the insights from which we are using to define our Value of Employment strategy. Annual strategic talent reviews and succession planning for executive-level roles, senior management and key restaurant leadership positions help ensure consistency in management talent quality. During 2023, approximately 91% of promotions to our Manager in Training program and to Restaurant Managing Partner were internal, which consisted of 42% women and 29% people of color.

We regularly monitor and evaluate turnover and attrition metrics throughout our management teams. During 2023, our turnover rates for U.S. hourly restaurant Team Members and U.S. restaurant management were 91% and 22%, respectively.

We are committed to high standards of ethical, moral and legal business conduct and strive to be an open and honest workplace, providing a positive work environment and fostering a culture of integrity and ethical decision-making. To support this commitment, we have a Code of Conduct that provides clear direction for behavioral expectations. We provide annual training to our Restaurant Partners, Area Operating Partners, Market Vice Presidents and RSC Team Members on our Code of Conduct, Preventing Discrimination and Harassment and Anti-Bribery and Anti-Corruption. All field-level employees are also provided Preventing Discrimination and Harassment training. In addition, we maintain an Ethics and Compliance Hotline (the "Hotline"), which includes an 800 number and an online form where our Team Members can report any workplace concerns, with the option to report anonymously. The Hotline is accessible via several languages, 24 hours a day, seven days a week. We also developed an informational poster for our U.S. restaurants, in English and Spanish, which provides the phone number, the web address for the reporting form and a QR code to make it easy for our Team Members to report concerns.

**BLOOMIN' BRANDS, INC.**

Finally, we continue to support a hybrid work environment in the RSC. We are investing in a cultural refresh in response to employees returning to the office and have renewed our RSC Principles & Beliefs to invigorate connection and inclusivity between the corporate and field teams.

*Diversity, Equity & Inclusion* - We aim to cultivate a welcoming, safe and inclusive environment that celebrates diverse backgrounds and provides equitable access to opportunities. We deliver on this by ensuring Team Members are trained, understand their role in inclusivity and are held accountable in making our restaurants a place where everyone is valued for who they are and what they bring to the table.

We continually assess our overall racial and gender diversity at Bloomin' Brands as we strive to reflect the diversity of the communities we serve. Year over year, we have seen improvements in diverse representation among our restaurant management teams and RSC, including an increase of approximately 2% in representation of women within our Operational Leadership and people of color at the RSC, respectively, while recognizing there is more work to be done.

During 2023, our Executive Leadership Team ("ELT") continued engaging in sessions curated and facilitated by a diversity consulting firm in partnership with our internal Inclusive Leadership Team. In these sessions, ELT members participated in deep, enriching dialogue around potential gaps in our organization and industry and their individual and collective responsibility for sustaining change.

While engaged in deep work with our executive team, we also continued listening, sharing and storytelling to inspire awareness, understanding and change across the organization. Each concept held monthly Courageous Conversations and we hosted virtual calls open to the entire company bimonthly to learn about and discuss important topics aligned to the mission and objectives of our five Employee Resource Groups:

- Women's Interests Network (WIN): Committed to accelerating the advancement of women at Bloomin' Brands through mentorship, education, experience and information sharing;
- Black Interests Group (BIG): Focused on elevating and amplifying Black talent through strong networks and mentorship;
- BELONG: Fostering an environment for Our People to thrive while celebrating understanding, acceptance and involvement of the LGBTQ+ community and their allies;
- ¡Adelante!: Aimed at accelerating and celebrating the Hispanic and Latin Community at Bloomin' Brands; and
- Bloomin' Balance: Inspiring our Team Members to lead happy, healthy and fulfilled lives through total and balanced wellness.

From our participation at the Women's Foodservice Forum annual conference to memorable heritage month programs and active community involvement (for example, Juneteenth service activities, Pride sponsorships and engagement, walks and runs for special health-focused causes), our Employee Resource Groups have been instrumental in providing support, a sense of community and both personal and professional development for our Team Members.

As we aim to attract and cultivate relationships with the next generation of talent in our workforce, we have been intentional about being visible and building brand awareness at a number of Florida colleges and universities, including Florida A&M University (a historically Black university), Florida International University (minority/Hispanic serving institution), the University of Central Florida and the University of South Florida. Among the support, we provide future industry leaders with financial support through endowed scholarships to help offset students' costs of higher education as they pursue degrees and certifications that align with the work we do in hospitality.

**BLOOMIN' BRANDS, INC.**

We support words with actions by being good stewards of our communities and engaging with organizations dedicated to cultivating more diverse and inclusive communities, including:

- National Urban League
- Woman's Foodservice Forum
- Multicultural Foodservice & Hospitality Alliance
- National Diversity Council
- Autism Speaks
- Habitat for Humanity
- Big Brothers, Big Sisters
- Boys & Girls Clubs
- Feeding America (Tampa Bay)
- Meals on Wheels
- Harvest Food Donation

*Workplace Safety* - Employee health and safety in the workplace is of utmost importance to our Company. We believe that all employees, regardless of job role or title, have a shared responsibility in the promotion of health and safety in the workplace. We are committed to providing and following safety laws and rules, including internal policies and procedures. This commitment means carrying out company activities in ways that preserve and promote a clean, safe and healthy environment.

*Total Rewards* - Our total rewards philosophy is to motivate and retain our Team Members by offering, what we believe to be, competitive salary packages. To align Team Member objectives with our Company and ultimately our stockholders, Bloomin' Brands offers programs that reward long-term performance. Additionally, we offer a well-rounded benefit package that includes the following, along with other benefits:

- Comprehensive health insurance coverage for Team Members working an average of 30 or more hours each week. This program includes wellness programs intended to proactively support healthcare and access to a health savings account that is eligible for employer contributions and is fully portable.
- An employee assistance program provided at no cost to all Team Members and their family members which includes virtual therapy sessions, free counseling and tools and resources in order to improve mental health and the well-being of our Team Members.
- All salaried Team Members are eligible to participate in company sponsored retirement plans with access to financial wellness resources. Eligible Team Members participating in the 401(k) receive matching contributions.
- Employee discounts when dining at any one of our brands.
- All levels of the organization, including hourly Team Members that meet certain service criteria, can qualify for paid time off for the purpose of rest, relaxation and planned time away from the workplace.

*Employee Support and Community Engagement* - Our commitment to our Team Members does not stop with competitive salaries, development and benefits. In 1999, we created a trust (the "Trust") to support our Team Members in times of personal hardship. All contributions to the Trust are voluntary, employee-funded and are not solicited from suppliers, customers or friends. Due to the incredible generosity and caring nature of our Team Members, the Trust is able to make meaningful monetary support to our Team Members who experience very difficult, often unexpected and catastrophic issues, in their lives. Since 2017, the Trust has paid approximately \$2.2 million to the benefit of over 1,500 Team Members who applied for support, including Team Members impacted by hurricanes and other natural disasters.

We are inspired by the generosity of our Team Members and encourage them to give back to their communities. To facilitate this community engagement, field Team Members volunteer within their communities and RSC Team Members participate in an annual Community Service Day. In 2023, its 15th year, Team Members volunteered over 800 hours of service at 16 non-profit organizations in the Tampa Bay area.

In addition, during 2022 we implemented an annual matching gift and volunteer grant program for eligible 501(c)(3) non-profit organizations and provided a limited dollar-for-dollar match or grant for full-time RSC Team Members who made a personal charitable donation or volunteered for a minimum of ten hours during non-working hours.

## BLOOMIN' BRANDS, INC.

*Information About Our Executive Officers* - Below is a list of the names, ages, positions and a brief description of the business experience of each of our executive officers as of February 23, 2024:

| NAME              | AGE | POSITION                                                                       |
|-------------------|-----|--------------------------------------------------------------------------------|
| David Deno        | 66  | Chief Executive Officer                                                        |
| Christopher Meyer | 52  | Executive Vice President, Chief Financial Officer                              |
| Lisette Gonzalez  | 50  | Executive Vice President, Chief Supply Chain and Operations Excellence Officer |
| Mark Graff        | 44  | Executive Vice President, President of Bonefish Grill and Fine Dining          |
| W. Michael Healy  | 49  | Executive Vice President, Global Business Development and Strategy             |
| Kelly Lefferts    | 57  | Executive Vice President, Chief Legal Officer and Secretary                    |
| Brett Patterson   | 55  | Executive Vice President, President of Outback Steakhouse                      |
| Gregg Scarlett    | 62  | Executive Vice President, Chief Operating Officer, Casual Dining Restaurants   |
| Astrid Isaacs     | 47  | Senior Vice President, Chief Technology Officer                                |
| Philip Pace       | 49  | Senior Vice President, Chief Accounting Officer                                |
| Suzann Trevisan   | 52  | Senior Vice President, Chief Human Resources Officer                           |

**David Deno** has served as Chief Executive Officer and as a member of our Board of Directors since April 2019. Mr. Deno previously served as our Executive Vice President and Chief Financial and Administrative Officer from October 2013 to April 2019 and as Executive Vice President and Chief Financial Officer from May 2012 to October 2013. Prior to joining the Company, Mr. Deno was Chief Financial Officer of the international division of Best Buy Co., Inc. from December 2009 to May 2012. Mr. Deno has also previously served as Chief Financial Officer and later Chief Operating Officer of Yum! Brands, Inc.

**Christopher Meyer** has served as Executive Vice President, Chief Financial Officer since April 2019. Mr. Meyer previously served as Group Vice President, Finance, Treasury and Accounting from November 2017 to April 2019 and Group Vice President, Financial Planning & Analysis and Investor Relations from September 2014 to November 2017. In February 2024, Mr. Meyer notified the Company of his intention to retire from the Company in 2024, as disclosed in the Form 8-K filed with the Securities and Exchange Commission ("SEC") on February 23, 2024.

**Lisette Gonzalez** has served as Executive Vice President, Chief Supply Chain and Operations Excellence Officer since October 2023. Ms. Gonzalez served as Senior Vice President, Global Supply Chain Officer from April 2021 to October 2023; Vice President, Global Supply Planning and Forecasting from April 2019 to April 2021; and Vice President, Supply Planning and Forecasting from September 2014 to April 2019.

**Mark Graff** has served as Executive Vice President, President of Bonefish Grill and Fine Dining since November 2023. Mr. Graff served as Senior Vice President, Development from April 2023 to November 2023; Senior Vice President, Development, Financial Planning & Analysis and Investor Relations from May 2021 to April 2023; Group Vice President, Corporate Finance and Investor Relations from February 2019 to May 2021; and Vice President, Corporate Finance and Investor Relations from February 2016 to February 2019. He also served as Treasurer from February 2019 to November 2020. Mr. Graff joined the Company in 2012 and has held roles as Senior Director of Corporate Planning and Director of International Business Development.

**W. Michael Healy** has served as Executive Vice President, Global Business Development and Strategy since November 2023. Mr. Healy served as Senior Vice President, President of Bonefish Grill from November 2021 to November 2023; Senior Vice President, Field Operations and Innovation from April 2021 to November 2021; Senior Vice President, Global Supply Chain Officer from February 2019 to April 2021; Group Vice President, Finance for Outback Steakhouse from May 2015 to February 2019; and Vice President, Development and Strategic Analytics from April 2012 to May 2015. Mr. Healy joined the Company in 2009 as Director of Sales Forecasting and Analysis.

**BLOOMIN' BRANDS, INC.**

**Kelly Lefferts** has served as Executive Vice President, Chief Legal Officer since July 2019. Ms. Lefferts served as Group Vice President and U.S. General Counsel of Bloomin' Brands from September 2015 to July 2019 and Vice President and Assistant General Counsel of Bloomin' Brands from January 2008 to September 2015. She has also served as Secretary of Bloomin' Brands since February 2016.

**Brett Patterson** has served as Executive Vice President, President of Outback Steakhouse since November 2023. Mr. Patterson served as Senior Vice President, President of Outback Steakhouse from February 2020 to November 2023 and Group Vice President, Outback Operations from August 2017 to February 2020.

**Gregg Scarlett** has served as Executive Vice President, Chief Operating Officer, Casual Dining Restaurants since February 2020. Mr. Scarlett previously served as Executive Vice President, President of Outback Steakhouse from July 2016 to February 2020; Executive Vice President, President of Bonefish Grill from March 2015 to July 2016; Senior Vice President, Casual Dining Restaurant Operations from January 2013 to April 2015; and Senior Vice President of Operations for Outback Steakhouse from March 2010 to January 2013. Mr. Scarlett will be leaving the Company on March 15, 2024, as disclosed in the Form 8-K filed with the SEC on October 3, 2023.

**Astrid Isaacs** has served as Senior Vice President, Chief Technology Officer since November 2021. From July 2020 to November 2021, she was Vice President, Digital and Consumer Technology for Subway. Prior to that, she served as our Vice President, Restaurant Technology from February 2020 to July 2020 and Director, International Information Technology from June 2015 to February 2020.

**Philip Pace** has served as Senior Vice President, Chief Accounting Officer since July 2022. Mr. Pace previously served as Group Vice President and Controller from October 2015 to July 2022 and Vice President, Corporate Controller from July 2013 to October 2015.

**Suzann Trevisan** has served as Senior Vice President, Chief Human Resources Officer since September 2022. Prior to joining Bloomin' Brands, Ms. Trevisan held a number of leadership positions with Owens Corning, including Vice President of Human Resources for the composites business from March 2018 to August 2022 and Vice President of Human Resources, Centers of Excellence from June 2015 to March 2018.

*Additional Information* - We make available, free of charge, through our internet website [www.bloominbrands.com](http://www.bloominbrands.com), our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, Proxy Statements and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act, as soon as reasonably practicable after electronically filing such material with the SEC. Our reports and other materials filed with the SEC are also available at [www.sec.gov](http://www.sec.gov). The reference to website addresses in this Report does not constitute incorporation by reference of the information contained on the websites and should not be considered part of this Report.

**Item 1A. Risk Factors**

*The risk factors set forth below should be carefully considered. The risks described below are those that we believe could materially and adversely affect our business, financial condition or results of operations, however, they are not the only risks facing us. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial may also materially and adversely affect our business, financial condition or results of operations.*

**Risks Related to Our Business and Industry**

***Food safety and food-borne illness concerns in our restaurants or throughout the industry or supply chain may have an adverse effect on our business by reducing demand and increasing costs.***

Regardless of the source or cause, any report of food-borne illnesses and other food safety issues, whether at one of our restaurants or in the industry or supply chain, generally could have a negative impact on our traffic and sales and adversely affect the reputation of our brands. Food safety issues could be caused by suppliers or distributors and, as a result, be out of our control and this risk may be exacerbated by current supply chain issues, which could delay deliveries and necessitate alternative sourcing on short notice. Health concerns or outbreaks of disease in a food product could also reduce demand for particular menu offerings. Even instances of food-borne illness, food tampering or food contamination occurring solely at restaurants of other companies could result in negative publicity about the food service industry generally and adversely impact our sales. There is also the risk of allergen cross contamination in our restaurants despite precautionary measures to minimize the risk. Social media has dramatically increased the rate at which negative publicity, including as it relates to food-borne illnesses, can be disseminated before there is any meaningful opportunity to respond or address an issue. The occurrence of food-borne illnesses or food safety issues could also adversely affect the price and availability of affected ingredients, resulting in higher costs and lower margins.

***We are subject to various federal and state employment and labor laws and regulations.***

We and our vendors are subject to various employment and labor laws and regulations governing relationships with employees throughout the world and changes to laws and regulations may affect operating costs. These laws and regulations relate to matters including employment discrimination, pay transparency, minimum wage requirements, scheduling, overtime, tip credits, unemployment tax rates, workers' compensation rates, working conditions, immigration status, tax reporting and other wage and benefit requirements. Any significant additional government regulations and new laws governing relationships with employees, including minimum wage increases, regulations relating to union organizing rights and activities, the employment status of third-party delivery drivers, mandated benefits or other requirements that impose additional obligations on us, could increase our costs and adversely affect our business and results of operations.

As a significant number of our food service and preparation personnel are paid at rates related to the applicable minimum wage, federal, state and local proposals related to minimum wage requirements or similar matters could, to the extent implemented, materially increase our labor and other costs. As minimum wage increases continue to be implemented in states in which we operate, we expect our labor costs will continue to increase. In addition, there have been in the past, and may be in the future, legislative efforts to significantly increase the federal minimum wage, which, if implemented, would materially increase our labor and other costs. Our distributors and suppliers could also be affected by higher minimum wage, benefit standards and compliance costs, which could result in higher costs for goods and services supplied to us. In addition, several U.S. jurisdictions have implemented fair workweek or "secure scheduling" legislation, which impose complex requirements related to scheduling for certain restaurant and retail employees, and additional jurisdictions are considering similar legislation. Several jurisdictions also have implemented sick pay/paid time off legislation, which requires employers to provide paid time off to employees, and "just cause" termination legislation, which restricts companies' abilities to terminate employees unless they can prove "just cause" or a "bona fide economic reason" for the termination. We also rely on our employees to accurately disclose the full amount of their tip income, and we base our FICA tax reporting on the disclosures provided to us by such tipped employees. Inaccurate employee FICA tax reporting could subject us to monetary liabilities, which could harm our business, results of operations and financial condition.

***Failure to recruit, train and retain high-quality leadership, restaurant-level management and hourly team members may inhibit our ability to operate and grow successfully.***

Our success will continue to depend, to a significant extent, on our leadership team and other key management personnel. The tight labor market in the United States has further strained and could continue to strain our ability to keep our restaurants fully staffed. If we are unable to attract and retain sufficiently experienced and capable management personnel, our business and financial results may suffer.

Our restaurant-level management and team members are largely responsible for the quality of our service. Our guests may be dissatisfied and our sales may decline if we fail to recruit, train and retain managers and team members that effectively implement our business strategy and provide high-quality guest service. There is active competition for quality management personnel and hourly team members, and such competition could require us to pay higher wages or incur higher costs for retaining and incentivizing our management personnel and hourly team members. If we experience high turnover, we may experience higher labor costs and have a shortage of adequate management personnel required for future growth. A shortage of team members also could cause our restaurants to operate with reduced staff, which could adversely affect our ability to provide high-quality guest service.

***Challenging economic, political and social conditions may have a negative effect on our business and financial results.***

Challenging economic, political and social conditions may negatively impact consumer spending and thus cause a challenging sales environment in the casual dining sector and a decline in our financial results. For example, international, domestic and regional economic conditions, continued economic downturn or recession, or slowing or stalled recovery therefrom, unemployment levels, consumer income levels, financial market volatility, credit conditions and availability, consumer debt levels, inflation, increased energy prices, weakness in the housing market, stock market performance, rising interest rates, tariffs and trade barriers, pandemics or public health concerns, population growth, changes in government and central bank monetary policies, social unrest and governmental, political and budget matters may have a negative effect on consumer confidence and discretionary spending, which the restaurant industry depends upon. Further, it is difficult to predict what impact, if any, the U.S. presidential and congressional elections and their outcomes could have on consumer confidence and discretionary spending. In addition, the effects on the global economy from the ongoing conflicts in Israel and Ukraine, particularly if they escalate or broaden, are uncertain. Terrorist attacks, heightened security requirements, attacks of critical infrastructure, protests, demonstrations, riots, civil disturbance, disobedience, insurrection, customer intimidation, mass shootings or social and other political unrest, such as those seen in recent years, have and may continue to result in restrictions, curfews or other actions and give rise to significant changes in regional and global economic conditions. If such events or disruptions persist for a prolonged period of time, our overall business and results of operations may be adversely affected.

In addition, it is difficult to predict what impact, if any, changes in federal policy, including tax, economic and monetary policies, will have on our industry, the economy as a whole, consumer confidence and discretionary spending. As a result, the nature, timing and impact on our business of potential changes to the current legal and regulatory frameworks are uncertain.

A decline in economic, political or social conditions or negative developments with respect to any of the other factors mentioned above, or a perception that such decline or negative developments are imminent, generally or in particular markets in which we operate, and our consumers' reactions to these trends could result in increased pressure with respect to our pricing, traffic levels, commodity and other costs and the continuation of our innovation and productivity initiatives, which could negatively impact our business and results of operations. Further, poor economic conditions may force nearby businesses to shut down, which could cause our restaurant locations to be less attractive.

***The restaurant industry is highly competitive and consumer options for other prepared food offerings continue to expand. Our inability to compete effectively could adversely affect our business, financial condition and results of operations.***

A substantial number of restaurant operators compete directly and indirectly with us with respect to price, service, location and food quality, some of which are well-established with significant resources. There is also active competition for management, team members and other personnel, and attractive suitable real estate sites. Consumer tastes, nutritional and dietary trends, traffic patterns and the type, number and location of competing restaurants often affect the restaurant business, and our competitors may react more efficiently, creatively and effectively to those conditions. In addition, our competitors may generate or better implement business strategies that improve the value and relevance of their brands and reputation, relative to ours. For example, our competitors may more successfully implement menu or technology initiatives, such as remote ordering, social media or mobile technology platforms that expedite or enhance the customer experience, or artificial intelligence to develop new customer insights. Further, we face growing competition from quick service and fast-casual restaurants, the supermarket industry and meal kit and food delivery providers, with the improvement of prepared food offerings, "ghost" or "dark" kitchens where meals are prepared at a separate takeaway premises rather than a restaurant, and the trend towards convergence in grocery, deli, delivery, retail and restaurant services. Further, if this competitive environment and the breadth of alternatives results in a decline in casual dining customer traffic, it could make our financial operations dependent on our ability to increase our market share within the hyper-competitive casual dining segment. We believe all of the above factors have increased competitive pressures in the casual dining sector in recent periods and we believe they will continue to present a challenging competitive environment in future periods. If we are unable to continue to compete effectively, our traffic, sales and margins could decline and our business, financial condition and results of operations would be adversely affected.

***Cybersecurity breaches of confidential consumer, personal employee and other material information and other threats to our technological systems may adversely affect our business.***

A cyber incident that compromises the information of our consumers or employees, whether affecting our technological systems or those of third-party service providers that we rely on, could result in widespread negative publicity, damage to the reputation of our brands, a loss of consumers, an interruption of our business and legal liabilities.

The majority of our restaurant sales are by credit or debit cards, and we maintain certain personal information regarding our employees and confidential information about our customers, franchisees and suppliers. Although we segment our card data environment and employ a cybersecurity protection program based upon industry frameworks, as well as scan and improve our environment for any vulnerabilities, perform penetration testing and engage third parties to assess effectiveness of our security measures with oversight by our Audit Committee, there are no assurances that such programs will prevent or detect all potential cybersecurity breaches or technological failures.

Our operations and corporate functions rely heavily on information systems, including point-of-sale processing in our restaurants, management of our supply chain, payment of obligations, collection of cash, data warehousing to support analytics, finance and accounting systems, payroll and human resource systems, mobile technologies to enhance the customer experience and other various processes and procedures, some of which are handled by third parties. Our ability to efficiently and effectively manage our business depends significantly on the reliability and capacity of these systems. The failure of these systems to operate effectively, system maintenance problems, upgrading or transitioning to new platforms, or any cyber incident relating to these systems could expose our systems or information to cyber threats, result in delays in consumer service, reduced efficiency in our operations or result in negative publicity. Despite our security measures, our technology systems may be vulnerable to damage, disability or failures due to physical theft, fire, power loss, telecommunications failure or other catastrophic events, as well as from internal and external security breaches, employee error or malfeasance, denial of service, hacking, "phishing" attacks, social engineering, malware, ransomware, viruses, worms and other attacks or disruptive problems, which have increased in sophistication, frequency and duration in recent years. In addition, the rapid

**BLOOMIN' BRANDS, INC.**

evolution and increased adoption of artificial intelligence technologies may increase our cybersecurity risks, including generative artificial intelligence augmenting threat actors' technological sophistication to enhance existing or create new malware. We have been, and will continue to be, the target of attempted cyber and other security threats, including those common to most industries and those targeting us due to the confidential consumer information we obtain through our electronic processing of credit and debit card transactions. Like other restaurants and retailers, we are also susceptible to claims for purportedly fraudulent transactions arising out of actual or alleged theft of credit or debit card information. A security breach or even a perceived security breach or failure to appropriately respond to a cyber incident could result in litigation or governmental investigation, as well as damage to our reputation and brands.

A claim or investigation resulting from a cyber or other security threat to our systems and data may have a material adverse effect on our business and distract management from running the business. Responses to cybersecurity also have the potential of incurring significant remediation costs, to the extent such costs are not covered by our applicable insurance policies. As cybersecurity risks and applicable laws and regulations evolve, we may incur significant additional costs in technology, third-party services and personnel to maintain systems designed to anticipate and prevent cyber-attacks.

We are subject to a variety of continuously evolving laws and regulations regarding privacy, data protection and data security at federal, state and international levels. The California Consumer Privacy Act, for example, became effective January 1, 2020 and provides a private right of action to California residents related to data breaches and imposes disclosure and other requirements on companies with respect to their data collection, use and sharing practices as they relate to California residents. Other states and countries in which we operate have enacted, or are proposing to enact, similar laws or the laws expanding existing privacy rights. New areas of litigation related to privacy rights continue to emerge. Compliance with newly developed laws and regulations, which are subject to change and uncertain interpretations, may cause us to incur substantial costs.

***Increased commodity, energy and other costs could decrease our profit margins or cause us to limit or otherwise modify our menus or increase prices, which could adversely affect our business. Further, if our suppliers or distributors are unable to fulfill their obligations under their contracts or we are unable to develop or maintain relationships with these or new suppliers or distributors, if needed, we could encounter supply shortages and incur higher costs.***

The performance of our restaurants depends on our ability to anticipate and react to changes in the price and availability of food commodities. Our business also incurs significant costs for energy, utilities, insurance, health care, labor, marketing and real estate over which we have little control. We have experienced and continue to experience the impact of inflation and fluctuations in costs on our operating expenses and anticipate the inflationary conditions will continue in the near future. We are anticipating 3% to 4% commodity inflation for 2024, but there can be no assurance that our expectations will be accurate or that we will be able to efficiently pass through any increased costs in our prices. Increased prices or shortages could affect the cost and quality of the items we buy or require us to raise prices, limit our menu options or implement alternative processes or products. In response, customers may be less willing to patronize our restaurants in favor of our competitors or lower-priced alternatives. Prices may also be affected by supply, market changes, increased competition, changes in laws, shortages or interruptions in supply due to weather, disease or other conditions beyond our control, labor shortages or other reasons. As a result, these events, combined with other more general economic and demographic conditions, could impact our pricing and negatively affect our sales and profit margins.

We depend on frequent deliveries of fresh food products that meet our specifications, and we have a limited number of suppliers and distributors for our major products, such as beef and pork. These factors subject us to the risk that shortages or interruptions in products could adversely affect the availability, quality or cost of products or require us to incur more costs to obtain adequate products if we are unable to manage supply chain risk. During 2023, we purchased: (i) more than 95% of our U.S. beef raw materials from four beef suppliers that represent a significant portion of the total beef marketplace in the U.S. and (ii) more than 80% of our Brazil pork raw materials from four pork suppliers that represent more than 45% of the total pork marketplace in Brazil. Our dependence on a small number of suppliers subjects us to the risks of ingredient shortage, supply interruption, animal disease outbreak, and price volatility. An external disruption or an internal dispute could force us to sever ties with our suppliers, and we

**BLOOMIN' BRANDS, INC.**

may not be able to find a suitable replacement in a timely or cost-efficient manner. Beef and pork are a significant cost to us, and we may also incur higher costs to secure adequate suppliers or make substantial changes to our menu offerings, at the risk of material adverse harm to our business. Due to the nature of our industry, we expect to continue to purchase a substantial amount of our beef and pork from a small number of suppliers. Global economic factors continue to place significant pressure on suppliers, making the supply environment more expensive and causing supply chain issues. Supply shortages or disruptions caused by inclement weather, climate change, natural disasters, pandemics, armed conflict, sanctions, financial or solvency issues of our suppliers or distributors, fuel increases or other conditions beyond our control could adversely affect our operations and operating results. In recent years, climate-related issues, including drought and flooding in our key supplier region, have led to volatility in the prices of our ingredients, such as produce and meats. In addition, if any of our suppliers or distributors were unable to fulfill their responsibilities or we were unable to maintain current purchasing terms or ensure service availability and we were unable to locate substitutes in a timely manner, we may encounter supply shortages, lose consumers and experience an increase in costs in seeking alternative supplier or distribution services. The failure to develop and maintain supplier and distributor relationships and any resulting disruptions to the provision of food and other supplies to our restaurant locations could adversely affect our operating results.

***Our inability or failure to recognize, respond to and effectively manage the accelerated impact of social media could have a material adverse impact on our business.***

Social media allows individuals to access a broad audience of consumers and other interested persons. The availability of information on social media platforms is virtually immediate as is its impact, and users can post information often without filters or checks on the accuracy of the content posted. Adverse or inaccurate information concerning our Company or concepts may be posted at any time, and such information can quickly reach a wide audience. Social media has also been utilized to target specific companies or brands as a result of a variety of actions or inactions, or perceived actions or inactions, and such campaigns can rapidly accelerate and impact consumer behavior. The harm may be immediate without affording us an opportunity for redress or correction, and it is challenging to monitor, anticipate and promptly respond to such developments. These factors could have a material adverse effect on our business. Regardless of its basis or validity, any unfavorable publicity could adversely affect public perception of our brands.

Our failure to use social media responsibly in our marketing efforts may further expose us to these risks. As part of our marketing efforts, we rely on search engine marketing and social media platforms to attract and retain guests. We need to continuously innovate and develop our social media strategies in order to maintain broad appeal with guests and brand relevance. We also continue to invest in other digital marketing initiatives that allow us to reach our guests across multiple digital channels and build their awareness of, engagement with, and loyalty to our brands. These initiatives may not be successful, resulting in expenses incurred without the benefit of higher revenues, increased employee engagement or brand recognition. In addition, a variety of risks are associated with the use of social media, including the improper disclosure of proprietary or personal information and negative publicity. The inappropriate use of social media vehicles by our guests or employees could increase our costs, lead to litigation or result in negative publicity that could damage our reputation.

***We face a variety of risks associated with doing business in foreign markets that could have a negative impact on our financial performance.***

We have a significant number of restaurants outside of the United States, and we intend to continue our efforts to grow internationally. There is no assurance that international operations will be profitable or international growth will continue. In addition, if we have a significant concentration of restaurants in a foreign market, the impact of any negative local conditions can have a sizable impact on our results.

Our foreign operations are subject to all of the same risks as our U.S. restaurants, as well as additional risks including, among others, international economic, political, social and legal conditions and the possibility of instability and unrest, differing cultures and consumer preferences, diverse government regulations and tax systems, cybersecurity threats, corruption, anti-American sentiment, the ability to source high-quality ingredients and other commodities in a cost-effective manner, uncertain or differing interpretations of rights and obligations in connection

**BLOOMIN' BRANDS, INC.**

with international franchise agreements and the collection of ongoing royalties from international franchisees, the availability and costs of land, construction and financing, and the availability of experienced management, appropriate franchisees and operating partners.

Local or regional events or conditions in our international markets could disrupt our business operations and affect our results. In recent years, there were protests in cities throughout the United States as well as globally, including in Hong Kong and Brazil, in connection with civil rights, liberties, and social and governmental reform.

Currency regulations and fluctuations in exchange rates could also affect our performance. We have operations in many foreign countries, including direct investments in restaurants in Brazil, Hong Kong and China, as well as international franchises. As a result, we may experience losses from fluctuations in foreign currency exchange rates or any hedging arrangements that we enter into to offset such fluctuations, and such losses could adversely affect our overall sales and earnings.

We are subject to governmental regulation of our foreign operations, including antitrust and tax requirements, anti-boycott regulations, import/export/customs regulations and other international trade regulations, the USA Patriot Act and the Foreign Corrupt Practices Act. Any new regulatory or trade initiatives could impact our operations in certain countries. Failure to comply with any such legal requirements could subject us to monetary liabilities and other sanctions, which could harm our business, results of operations and financial condition.

***If we fail to adequately address corporate citizenship and sustainability matters, it could have an adverse effect on our business, financial condition, and operating results and may damage our reputation.***

In recent years, there has been an increasing focus from certain investors, customers, consumers, employees, state, federal and international governments and agencies, and other stakeholders concerning corporate citizenship and sustainability matters, including practices and disclosures related to environmental stewardship; social responsibility; diversity, equity and inclusion; and workplace rights. Companies across all industries are facing increasing scrutiny relating to their corporate citizenship and sustainability practices. We are also subject to corporate citizenship and sustainability disclosure rules and regulations and institutional investor voting policies that seek this information, making it more accessible for scrutiny. Changing consumer preferences may result in increased demands regarding our products and supply chain and their respective environmental and social impact, including on sustainability. These demands could require additional transparency, due diligence, and reporting and could cause us to incur additional costs or to make changes to our operations to comply with such demands. We may also determine that certain changes are required in anticipation of further evolution of consumer preferences and demands. Increased focus and activism related to corporate citizenship and sustainability may also result in investors reconsidering their investment decisions as a result of their assessment of a company's corporate citizenship and sustainability practices. Any failure or perceived failure by us to adequately address stakeholder expectations regarding corporate citizenship, including diversity, equity and inclusion, employee health, safety and welfare, and workplace rights, among others, may damage our reputation and adversely affect our business and results of operations. Further, concern over climate change and other environmental sustainability matters, has and may in the future result in new or increased legal and federal and state regulatory requirements to provide extensive disclosure regarding and to reduce or mitigate impacts to the environment, including greenhouse gas emissions, alternative energy policies, water consumption, packaging and waste management, responsible sourcing and other sustainability initiatives. For example, state, federal and international regulations on sustainability matters, including the recently enacted Climate Corporate Data Accountability Act and the Climate-Related Financial Risk Act in California and the SEC's climate change rule proposals, have been or are expected to be implemented that will require reporting and third-party assurance on greenhouse gas emissions and other environmental matters.

If we fail to achieve goals, targets, or objectives we may set with respect to corporate citizenship and sustainability matters, if we do not meet or comply with new regulations or evolving consumer, investor, industry, or stakeholder expectations and standards, including those related to reporting, or if we are perceived to have not responded appropriately to the growing concern for corporate citizenship and sustainability matters, we may face legal or regulatory actions, the imposition of fines, penalties, or other sanctions, adverse publicity, and decreased demand

**BLOOMIN' BRANDS, INC.**

from consumers, or the price of our common stock could decline, any of which could materially harm our reputation or have a material adverse effect on our business, financial condition, or operating results.

***The food service industry is affected by consumer preferences and perceptions. Changes in these preferences and perceptions may lessen the demand for our products, which would reduce sales and harm our business.***

Food service businesses are affected by changes in consumer tastes and demographic trends. For instance, if prevailing health or dietary preferences cause consumers to avoid steak and other products we offer in any of our concepts in favor of foods or ingredients that are perceived as healthier or otherwise reflect popular demand, our business and operating results would be harmed. Various factors such as menu labeling rules, nutritional guidelines and academic studies, whether issued by government agencies, research institutions, or advocacy organizations, may impact consumer choice and cause consumers to select foods other than those that are offered by our restaurants. Consumer preference on sourcing, or in response to environmental and animal welfare concerns may also cause some groups of consumers to select foods other than those that are offered by our restaurants. Our business may be negatively impacted by customer preferences regarding third-party delivery apps and services with which we engage, particularly if the availability, performance and reliability of the apps or services adversely impact customer satisfaction. If we are unable to anticipate or successfully respond to changes in consumer preferences, our results of operations could be adversely affected, generally or in particular concepts or markets.

***Changes in tax laws, uncertainty in the judicial interpretation of those laws and unanticipated tax liabilities could adversely affect the taxes we pay and our profitability.***

We are subject to income and other taxes in the United States and numerous foreign jurisdictions. Our effective income tax rate and other taxes in the future could be adversely affected by a number of factors, including changes in the mix of earnings in countries with different statutory tax rates, changes in the valuation of deferred tax assets and liabilities, an "ownership change" as defined under Section 382 of the Internal Revenue Code, changes in U.S. or foreign tax laws, including the proposed 15% global minimum tax under the Organization for Economic Co-operation and Development ("OECD") Pillar Two ("Pillar Two"), Global Anti-Base Erosion rules, uncertainty in the interpretation of tax laws, comprehensive tax reform measures or other legislative changes, and the outcome of income tax audits and tax litigation, such as in Brazil. Further, differences in interpretations of Pillar Two and other rules by multiple jurisdictions may cause increased complexities as to compliance and increased audit controversy with tax authorities in jurisdictions where we operate. Although we believe our tax estimates are reasonable, the final determination of tax audits and tax litigation could be materially different from our historical income tax provisions and accruals. These results could have a material effect on our results of operations or cash flows in the period or periods for which these determinations are made. In addition, our effective income tax rate and our results may be impacted by our ability to realize deferred tax benefits, including our FICA tip credit carryforwards, and by any increases or decreases of our valuation allowances applied to our existing deferred tax assets.

***Our failure to comply with government regulation related to our restaurant operations, and the costs of compliance or non-compliance, could adversely affect our business.***

We are subject to various federal, state, local and foreign laws affecting our business. Each of our restaurants is subject to licensing and regulation by a number of governmental authorities, which may include, among others, alcoholic beverage control, food safety, nutritional menu labeling, health care, sanitation, hazardous material, building, zoning, land use, traffic, environmental and fire agencies in the state, municipality or country in which the restaurant is located. Our suppliers are also subject to regulation in some of these areas. Any difficulties or inability to retain or renew licenses, or increased compliance costs due to changed regulations, could adversely affect operations at existing restaurants. Additionally, difficulties in obtaining or failing to obtain the required licenses or approvals could delay or prevent the development of new restaurants. We are subject to various U.S. federal, state and international laws and regulations related to the offer and sale of franchises. Failure to comply with these laws could adversely affect the results we generate from franchises or otherwise impose costs on us. Alcoholic beverage sales represent 11% of our consolidated restaurant sales and are subject to extensive state and local licensing and other regulations. The failure of a restaurant to obtain or retain a liquor license would adversely affect that restaurant's operations. In addition, we are subject to "dram shop" statutes in certain states. These statutes generally provide a person injured by an intoxicated person the right to recover damages from an establishment that wrongfully served alcoholic beverages to the intoxicated person. We may also incur costs of and challenges in

**BLOOMIN' BRANDS, INC.**

ensuring compliance with measures implemented in response to a widespread illness or a pandemic, such as requirements for physical barriers or other preventative measures in restaurants or vaccination or testing requirements for our employees, which can vary by the location of the restaurant and may continue to change. We are subject to laws relating to information security, cashless payments and consumer credit, protection and fraud. Compliance with these laws and regulations can be costly, and any failure or perceived failure to comply with these laws or any breach of our systems could harm our reputation or lead to litigation, which could adversely affect our financial condition.

***Risks associated with our remodeling, relocation and expansion plans may have adverse effects on our operating results.***

As part of our business strategy, we intend to continue to remodel, relocate and expand our current portfolio of restaurants. Our 2024 development schedule calls for the construction of approximately 40 to 45 new system-wide locations, with approximately half in Brazil. A variety of factors could cause the actual results and outcome of those plans to differ from the anticipated results, including among other things, the selection of suitable locations for new or relocated restaurants, the availability and terms on which we can lease attractive sites for new or relocated restaurants, availability and terms of funding, recruiting, training and retaining skilled management and restaurant employees, construction or other delays, the availability of construction materials or restaurant equipment, construction and renovation costs and consumer tastes and acceptance of our restaurant concepts and awareness of our brands in new regions. Governmental regulations or other health guidelines concerning the operations of restaurants, including due to public health emergencies, may also cause disruptions in our plans.

It is difficult to estimate the performance of newly opened restaurants and whether they may attract customers away from other restaurants we own. If new or existing restaurants do not meet targeted performance, it could have a material adverse effect on our operating results, including any impairment losses that we may be required to recognize.

Some of the challenges described above could be more significant in international markets in which we have more limited experience, either generally or with a particular brand. Those markets are likely to have different competitive conditions, consumer tastes, discretionary spending patterns and brand awareness, which may cause our new restaurants to be less successful than restaurants in our existing markets or make it more difficult to estimate the performance of new restaurants.

In addition, in an effort to increase same-restaurant sales and improve our operating performance, we continue to make improvements to our facilities through remodels and relocations and close underperforming restaurants. We incur significant lease termination or continuation expenses and asset impairment and other charges when we close or relocate a restaurant. If the expenses associated with remodels, relocations or closures are higher than anticipated, we cannot find suitable locations or remodeled or relocated restaurants do not perform as expected, these initiatives may not yield the desired return on investment, which could have a negative effect on our operating results.

***Failure to achieve projected cost savings from our efficiency initiatives could adversely affect our results of operations and eliminate potential funding for growth opportunities.***

In recent years, we have identified strategies and taken steps to reduce operating costs and free up resources to reinvest in our business. These strategies include improved supply chain management, implementing labor scheduling tools, improvements in kitchen equipment and integrating restaurant information systems across our brands. We continue to evaluate and implement further cost-saving initiatives. However, the ability to reduce our operating costs through these initiatives is subject to risks and uncertainties, such as our ability to obtain improved supply pricing and the reliability of any new suppliers or technology, and we cannot assure that these activities, or any other activities that we may undertake in the future, will achieve the desired cost savings and efficiencies. In addition, these measures may not be sustainable or may be detrimental to continued operations. Failure to achieve such desired savings or other negative effects from cost-saving measures could adversely affect our results of operations and financial condition and curtail investment in growth opportunities.

***Our success depends substantially on the value of our brands and our ability to execute innovative marketing and consumer relationship initiatives to maintain brand relevance and drive profitable sales growth.***

Our success depends on our ability to preserve and grow our brands. Our brand value and reputation are especially important to differentiate our concepts in the highly competitive casual dining sector to achieve sustainable same-restaurant sales growth and warrant new unit growth. Brand value and reputation are based in large part on consumer perceptions, which are driven by both our actions and by actions beyond our control, such as new brand strategies or their implementation, business incidents, ineffective advertising or marketing efforts, or unfavorable mainstream or social media publicity involving us, our industry, our franchisees, or our suppliers. A failure to innovate and extend our brands in ways that are relevant to consumers and occasions in order to generate sustainable same-restaurant traffic growth, and produce non-traditional sales and earnings growth opportunities, could have an adverse effect on our results of operations. Additionally, insufficient focus on our competition or failure to adequately address declines in the casual dining industry, could adversely impact results of operations.

If our competitors increase their spending on advertising, promotions and loyalty programs, if our advertising, media or marketing expenses increase, or if our advertising, promotions and loyalty programs become less effective than those of our competitors, or if we do not adequately leverage technology and data analytic capabilities needed to generate concise competitive insight, our results of operations could be materially and adversely affected.

***We have limited control with respect to the operations of our franchisees, which could have a negative impact on our business.***

Our franchisees are contractually obligated to operate their restaurants in accordance with our standards and we provide training and support to franchisees. However, franchisees are independent third parties that we do not control, and these franchisees own, operate and oversee the daily operations of their restaurants. As a result, the ultimate success and quality of any franchise restaurant rests with the franchisee. If franchisees do not successfully operate restaurants in a manner consistent with our product and service quality standards and contractual requirements, our image and reputation could be harmed, which in turn could adversely affect our business and operating results.

A significant portion of our financial results are dependent upon the operational and financial success of our franchisees. If sales trends or economic conditions worsen for franchisees, their financial results may worsen and our royalty, rent and other fee revenues may decline. In addition, we may also incur expenses in connection with supporting franchise restaurants that are underperforming. As small businesses, some of our franchise operators may be negatively and disproportionately impacted by strategic initiatives, capital requirements, inflation, increased interest rates, labor costs, employee relations issues, or other causes. When Company-owned restaurants are sold to a franchisee, one of our subsidiaries is often required to remain responsible for lease payments for the sold restaurants to the extent the purchasing franchisees default on their leases. During periods of declining sales and profitability of franchisees, the incidence of franchisee defaults for these lease payments may increase and we may be required to make lease payments and seek recourse against the franchisee or agree to repayment terms.

***Significant adverse weather conditions and other disasters or unforeseen events and our ability to execute, or success in executing, a comprehensive business recovery plan at our restaurant support center for these events could negatively impact our results of operations and have a material adverse impact on our business.***

Adverse weather conditions and natural disasters and other unforeseen events, such as winter storms, severe temperatures, thunderstorms, floods, drought, fires, hurricanes and earthquakes, terrorist attacks, war and widespread/pandemic illness, and the effects of such events on economic conditions and consumer spending patterns, could disrupt our operations or supply chain and negatively impact our results of operations. These events may result in lost restaurant sales, as well as property damage, lost products, interruptions in supply, and increased costs, temporary and prolonged restaurant closures may occur and consumer traffic may decline due to the actual or perceived effects from these events. For example, the COVID-19 pandemic, severe winter weather conditions and hurricanes have impacted our traffic, and that of our franchises, and results of operations in recent years. Although

we cannot predict when or where we will be negatively impacted by widespread illnesses or pandemics, adverse weather events, to the extent that climate change or other factors result in more frequent, widespread or severe events, it could adversely impact our results. U.S. and foreign governmental officials also have placed an increasing focus on environmental matters, including climate change, reduction of greenhouse gases and water consumption. This increased focus could lead to legislative, regulatory or other efforts to combat these environmental concerns. These efforts could result in further increases in taxes, cost of supplies, transportation and utilities, which could increase our operating costs and those of our franchisees and require future investments in facilities and equipment. There may also be increased pressure for us to make commitments, set targets or establish goals to take actions to meet them, which could expose us and our franchisees to market, operational, execution and reputational costs or risks.

Many of our corporate systems and processes and corporate support for our restaurant operations are centralized at one location in Tampa, Florida. We have disaster recovery procedures and business continuity plans in place to address crisis-level events, including hurricanes and other natural disasters, and back up and off-site locations for recovery of electronic and other forms of data and information, and the ability to manage our business remotely. However, if we are unable to fully implement our disaster recovery plans, we may experience delays in recovery of data, inability to perform vital corporate functions, tardiness in required reporting and compliance, failures to adequately support field operations and other breakdowns in normal communication and operating procedures that could have a material adverse effect on our financial condition, results of operations and exposure to administrative and other legal claims. In addition, these threats are constantly evolving, which increases the difficulty of accurately and timely predicting, planning for and protecting against the threat. As a result, our disaster recovery procedures and business continuity plans may not adequately address all threats we face or protect us from loss.

The United States and other countries have experienced, or may experience in the future, outbreaks of viruses or other diseases, including the COVID-19 pandemic. If a regional or global health pandemic occurs, depending upon its location, duration and severity, our business could be severely affected. In the event a health pandemic occurs, customers might avoid public places, and local, regional or national governments might limit or ban public gatherings to halt or delay the spread of disease. Jurisdictions in which we have restaurants may impose mandatory closures or impose restrictions on operations. If a virus is transmitted by human contact or respiratory transmission, our employees or guests could become infected, or could choose, or be advised, to avoid gathering in public places, any of which would adversely affect our restaurant guest traffic or our ability to perform functions at the corporate level. A regional or global health pandemic might also adversely affect our business by disrupting or delaying production and delivery of materials and products in our supply chain and by causing staffing shortages in our stores.

***There are risks and uncertainties associated with initiatives that we may implement.***

From time to time, we consider various initiatives in order to grow and evolve our business and brands and improve our operating results. These initiatives could include, among other things, acquisitions, development or dispositions of restaurants or brands, new joint ventures, new franchise arrangements, restaurant closures and changes to our operating model. There can be no assurance that any such actions or initiatives will be successful or deliver their anticipated benefits. We may be exposed to new and unforeseen risks and challenges, particularly if we enter into markets or engage in activities with which we have no or limited prior experience, and it may be difficult to predict the success of such endeavors. If we incur significant expenses or divert management, financial and other resources to any initiative that is unsuccessful or does not meet our expectations, our results of operations and financial condition would be adversely affected. We may also incur significant asset impairment and other charges in connection with any such initiative. Regardless of the ultimate success of any initiative, the implementation and integration of new business or operational processes could be disruptive to our current operations. Even if we test and evaluate an initiative on a limited basis, the diversion of management time and resources could have an adverse effect on our business.

***Our failure or inability to enforce our trademarks or other proprietary rights could adversely affect our competitive position or the value of our brand.***

Our trademarks, including Outback Steakhouse, Carrabba's Italian Grill, Bonefish Grill, Fleming's Prime Steakhouse & Wine Bar and Bloomin' Onion, and other proprietary rights are important to our success and our competitive position. The protective actions that we take may not be sufficient to prevent unauthorized usage or imitation by others, which could harm our image, brand or competitive position. Furthermore, our ability to protect trademarks and other proprietary rights may be more limited in certain international markets where we operate.

***Litigation could have a material adverse impact on our business and our financial performance.***

We are subject to lawsuits, administrative proceedings and claims that arise in the regular course of business. These matters typically involve claims by consumers and others regarding issues such as food borne illness, food safety, premises liability, personal injury, discrimination, "dram shop" statute liability, promotional advertising and other operational issues common to the food service industry, as well as environmental, data privacy, contract disputes and intellectual property infringement matters. We are also subject to employee claims against us based on, among other things, discrimination, harassment, wrongful termination, disability, or violation of wage and labor laws. We are also subject to the risk of being named a joint employer of workers of our franchisees for alleged violations of labor and wage laws. These claims may divert our financial and management resources that would otherwise be used to benefit our operations. The ongoing expense of or diversion of management attention due to any resulting lawsuits, any substantial settlement payment or damage award against us and any damage to our reputation could adversely affect our business and results of operations. Significant legal fees and costs in complex class action litigation or an adverse judgment or settlement that is not insured or is in excess of insurance coverage could have a material adverse effect on our financial position and results of operations.

**Risks Related to Our Indebtedness**

***We may not be able to generate sufficient cash to service all of our indebtedness and operating lease obligations, and we may be forced to take other actions to satisfy our obligations under our indebtedness and operating lease obligations, which may not be successful. If we fail to meet these obligations, we would be in default under our debt agreements and the lenders could elect to declare all amounts outstanding under them to be immediately due and payable and terminate all commitments to extend further credit.***

Our ability to make scheduled payments on our debt obligations and to satisfy our operating lease obligations depends upon our financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to financial, business and other factors, many of which are beyond our control. We cannot be certain that we will maintain a level of cash flow from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness, or to pay our operating lease obligations. For example, if inflation persists, or our financial position deteriorates, our revenues and liquidity position may decline. If our cash flow and capital resources are insufficient to fund our debt service obligations and operating lease obligations, we may be forced to reduce or delay capital expenditures, sell assets, seek additional capital or restructure or refinance our indebtedness. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In the absence of sufficient operating results and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations or take other actions to meet our debt service and other obligations. Our debt agreements restrict our ability to dispose of assets and how we may use the proceeds from the disposition. We may not be able to consummate those dispositions or to obtain the proceeds that we could otherwise realize from such dispositions and any such proceeds that are realized may not be adequate to meet any debt service obligations then due. The failure to meet our debt service obligations or the failure to remain in compliance with the financial covenants under our debt agreements would constitute an event of default under those agreements and the lenders could elect to declare all amounts outstanding under them to be immediately due and payable and terminate all commitments to extend further credit.

***Our leverage could adversely affect our ability to raise additional capital to fund our operations or limit our ability to react to changes in the economy or our industry.***

As of December 31, 2023, our total net indebtedness was \$780.7 million and we had \$599.2 million in available unused borrowing capacity under our revolving credit facility, net of undrawn letters of credit of \$19.8 million.

Our leverage could have important consequences, including:

- making it more difficult for us to make payments on indebtedness;
- increasing our vulnerability to general economic, industry and competitive conditions and the various risks we face in our business;
- increasing our cost of borrowing or limiting our ability to obtain additional financing if needed;
- reducing our ability to use our cash flow to fund our operations, capital expenditures, dividend payments, and future business and strategic opportunities; and
- limiting our ability to adjust to changing market conditions and placing us at a competitive disadvantage compared to our competitors who may not be as highly leveraged.

We may incur substantial additional indebtedness in the future, subject to the restrictions contained in our credit agreement. If new indebtedness is added to our current debt levels, the related risks that we now face could increase.

We cannot be certain that our financial condition or credit and other market conditions will be favorable when our credit agreement matures in 2026, or at any earlier time we may seek to refinance our debt. Further, turmoil in global credit markets could adversely impact the availability and cost of credit. If we are unable to refinance our indebtedness on favorable terms, our financial condition and results of operations would be adversely affected.

***Our debt agreements contain restrictions that limit our flexibility in operating our business.***

Certain of our debt agreements limit our and our subsidiaries' abilities to, among other things, incur or guarantee additional indebtedness, pay dividends above certain thresholds, redeem or repurchase our capital stock, make certain acquisitions or investments, incur or permit to exist certain liens, enter into transactions with affiliates or sell our assets to, merge or consolidate with or into, another company. Our debt agreements require us to satisfy certain financial tests and ratios. Our ability to satisfy such tests and ratios may be affected by events outside of our control.

If we breach the covenants under our debt agreements, the lenders could elect to declare all amounts outstanding under the agreements to be immediately due and payable and terminate all commitments to extend further credit. If we are unable to repay those amounts, the lenders could proceed against the collateral granted to them to secure that indebtedness. We have pledged substantially all of our assets as collateral under our credit agreement. If our lenders accelerate the repayment of borrowings, we cannot be certain that we will have sufficient assets to repay them.

## **Risks Related to Our Common Stock**

***Our ability to raise capital in the future may be limited, which could make us unable to fund our capital requirements.***

Our business and operations may consume resources faster than we anticipate. In the future, we may need to raise additional funds through the issuance of new equity securities, debt or a combination of both. Additional financing may not be available on favorable terms or at all. If adequate funds are not available on acceptable terms, we may be unable to fund our capital requirements. If we issue new debt securities, the debt holders would have rights senior to common stockholders to make claims on our assets, and the terms of any debt could restrict our operations, including our ability to pay dividends above certain thresholds on our common stock. If we issue additional equity securities, existing stockholders may experience dilution, and the new equity securities could have rights senior to those of our common stock. Because our decision to issue securities in any future offering will depend on market

conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offerings.

Thus, our stockholders bear the risk of our future securities offerings reducing the market price of our common stock and diluting their interest.

***Our stock price is subject to volatility.***

The stock market in general is highly volatile. As a result, the market price of our common stock is similarly volatile. The price of our common stock could be subject to wide fluctuations in response to a number of factors, some of which may be beyond our control. These factors include actual or anticipated fluctuations in our operating results, changes in or our ability to achieve estimates of our operating results by analysts, investors or management, analysts' recommendations regarding our stock or our competitors' stock, sales of substantial amounts of our common stock by our stockholders, actions or announcements by us or our competitors, the maintenance and growth of the value of our brands, litigation, legislation or other regulatory developments affecting us or our industry, widespread/pandemic illness, natural disasters, cyber-attacks, terrorist acts, war or other calamities and changes in general market and economic conditions.

***Provisions in our certificate of incorporation and bylaws and Delaware law may discourage, delay or prevent a change of control of our Company or changes in our management and, therefore, may depress the trading price of our stock.***

Our certificate of incorporation and bylaws include certain provisions that could have the effect of discouraging, delaying or preventing a change of control of our Company or changes in our management. These provisions may discourage, delay or prevent a transaction involving a change in control of the Company that is in the best interests of our stockholders. Even in the absence of a takeover attempt, the existence of these provisions may adversely affect the prevailing market price of our common stock if they are viewed as discouraging future takeover attempts.

Section 203 of the Delaware General Corporation Law may affect the ability of an "interested stockholder" to engage in certain business combinations, including mergers, consolidations or acquisitions of additional shares, for a period of three years following the time that the stockholder becomes an "interested stockholder." An "interested stockholder" is defined to include persons owning directly or indirectly 15% or more of the outstanding voting stock of a corporation. Although we have elected in our certificate of incorporation not to be subject to Section 203 of the Delaware General Corporation Law, our certificate of incorporation contains provisions that have the same effect as Section 203.

**General Risk Factors**

***An impairment in the carrying value of our goodwill or other intangible or long-lived assets could adversely affect our financial condition and results of operations.***

Along with other intangible assets, we test goodwill for impairment annually and whenever events or changes in circumstances indicate that its carrying value may not be recoverable. We also evaluate long-lived assets on a quarterly basis or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. We cannot accurately predict the amount and timing of any impairment of assets. A significant amount of judgment is involved in determining if an indication of impairment exists. Unforeseen events could make developing forecasts for, and the accounting of, valuation of goodwill and certain other assets slower and more difficult. Should the value of goodwill or other intangible or long-lived assets become impaired, there could be an adverse effect on our financial condition and consolidated results of operations.

***Failure to maintain effective systems of internal control over financial reporting and disclosure controls and procedures could adversely affect our business and financial results.***

Effective internal control over financial reporting is necessary for us to provide accurate financial information. If we are unable to adequately maintain effective internal control over financial reporting, we may not be able to accurately report our financial results. Furthermore, we cannot be certain that our internal control over financial reporting and disclosure controls and procedures will prevent all possible errors and fraud, including through cyber-attacks. Because of inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of error or fraud, if any, in our Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of a simple error or mistake, which could have an adverse impact on our business. A significant financial reporting failure or a lack of sufficient internal control over financial reporting could cause a loss of investor confidence and decline in the market price of our common stock, increase our costs, lead to litigation or result in negative publicity that could damage our reputation.

Future changes to existing accounting rules, accounting standards, new pronouncements and varying interpretations of pronouncements, or the questioning of current accounting practices may adversely affect our reported financial results. Additionally, our assumptions, estimates and judgments related to complex accounting matters could significantly affect our financial results. Generally accepted accounting principles and related accounting pronouncements, implementation guidelines and interpretations with regard to a wide range of matters that are relevant to our business, including but not limited to, revenue recognition, impairment of long-lived assets, leases and related economic transactions, derivatives, intangibles, self-insurance, income taxes, property and equipment, unclaimed property laws and litigation, and stock-based compensation are highly complex and involve many subjective assumptions, estimates and judgments by us. Changes in these rules or their interpretations or changes in underlying assumptions, estimates or judgments by us could significantly change our reported or expected financial performance.

***Our insurance policies may not provide adequate levels of coverage against all claims, and fluctuating insurance requirements and costs could negatively impact our profitability.***

We carry insurance programs with specific retention levels or high per-claim deductibles for a significant portion of our risks and associated liabilities with respect to workers' compensation, general liability, liquor liability, employment practices liability, property, health benefits, cybersecurity and other insurable risks. However, there are types of losses we may incur that cannot be insured against or that we believe are not commercially reasonable to insure. These losses, if they occur, could have a material and adverse effect on our business and results of operations. Additionally, if our insurance costs increase, there can be no assurance that we will be able to successfully offset the effect of such increases and our results of operations may be adversely affected.

**Item 1B. Unresolved Staff Comments**

Not applicable.

**Item 1C. Cybersecurity****Risk Management and Strategy**

We maintain a risk-based, defense-in-depth approach to cybersecurity and data protection. We assess industry best practices and standards and endeavor to leverage them in our efforts to manage cybersecurity risk. We dedicate resources and apply security controls where we believe they would be most effective to predict, prevent, detect and respond to potential security threats to our highest value information assets, which we consider to be point-of-sale systems, financial systems and confidential, personal and private customer and employee information. We use multiple safeguards to protect our internal networks and systems, including, among others, firewalls, email protection and web filtering, endpoint detection and response software, controlled access to our data and systems,

**BLOOMIN' BRANDS, INC.**

segmenting our card data environment, vulnerability management and patching, and performing regular penetration testing. A risk assessment, based on the National Institute of Standards and Technology Framework, is conducted and maintained throughout the system development lifecycle and is reviewed at least annually.

We have implemented controls designed to identify and mitigate cybersecurity threats associated with our use of third-party service providers. Such providers are subject to security risk assessments at the time of onboarding, contract renewal and upon detection of an increase in risk profile. We use a variety of inputs in such risk assessments, including information supplied by providers and third parties. In addition, we require our providers to meet appropriate security requirements, controls and responsibilities, and we investigate security incidents that have impacted our third-party providers, as appropriate.

As part of our information security training program, employees and contractors participate in various cybersecurity awareness activities, including formal training exercises and simulated phishing events. We also contract with third-party cybersecurity firms to conduct simulated cyberattacks and perform regular penetration testing to assess the effectiveness of our security measures. We have also engaged with external subject matter experts to assess access management, information technology asset management and our cybersecurity policies.

We have company-wide business continuity and disaster recovery plans used to prepare for multiple events, including a potential disruption in the technology on which we rely. We maintain incident response plans and playbooks to prepare for various contingencies and types of incidents. The cybersecurity incident response plan ("IRP") includes immediate actions to mitigate and contain the short-term impact of an incident, and long-term strategies for remediation and prevention of future incidents. The IRP also includes policies that dictate escalation procedures and remediation plans based on the severity level of an incident. As part of our IRP, we consider engaging third-party cybersecurity firms to assist in the event of a significant incident. We also conduct tabletop exercises to enhance incident response preparedness.

We, like others in our industry, experience cybersecurity incidents and attempts to access our systems. In the event we experience an incident, we classify it based on its significance and track remediation actions and outcomes. Although we do not believe we have been materially affected by cybersecurity incidents or threats in the past, we cannot provide any assurance that we will not experience a material incident in the future. As described above, we utilize a risk-based approach to manage cybersecurity risk and it is possible we may not implement appropriate controls if we do not recognize or underestimate a particular risk. In addition, security controls, no matter how well designed or implemented, may only mitigate and not fully eliminate risks. See Item 1A. *Risk Factors* for additional discussion of our cybersecurity risks.

**Governance**

Our Board of Directors (our "Board") has charged the Audit Committee with oversight of the Company's identification, assessment and management of cybersecurity and data privacy risks. As part of its oversight of our enterprise risk management program, the Audit Committee periodically reviews and prioritizes key risks facing our Company, including cybersecurity risk. The Audit Committee receives quarterly updates from our head of information security and our Chief Technology Officer ("CTO") regarding our cybersecurity program and actions taken to manage cybersecurity risk, which include risk identification and management strategies, consumer data protection, security programs, ongoing risk mitigation activities and results of third-party assessments and testing.

We maintain a dedicated cybersecurity department, which consists exclusively of Company employees, within our broader information technology department. Functions within this department range from new information technology solution design and implementation, vulnerability management, phishing awareness, threat detection, Payment Card Industry compliance and incident response. Primary responsibility for assessing, monitoring and managing our cybersecurity risks rests with the head of information security, who has over 25 years of experience in the field of cybersecurity, including prior service in the military in cybersecurity roles, and relevant industry certifications commensurate with his role. Our head of information security reports directly to the CTO who has over 20 years of restaurant technology experience.

## BLOOMIN' BRANDS, INC.

Our CTO receives status reports from our cybersecurity department regularly and reports to our Chief Executive Officer, who receives updates on incidents, trends, projects and other relevant information regularly. In addition, as part of our incident response planning, we maintain cross-functional response teams to be prepared to respond to an incident.

### Item 2. Properties

We had 1,480 system-wide restaurants located across 47 states, Guam and 13 countries as of December 31, 2023. The following is a summary of our restaurant locations by country and territory as of December 31, 2023:

| COMPANY-OWNED                     |       | FRANCHISED                     |     |
|-----------------------------------|-------|--------------------------------|-----|
| United States (1)                 | 998   | United States                  | 152 |
| International:                    |       | International:                 |     |
| Brazil (2)                        | 172   | Argentina                      | 3   |
| China (Mainland)                  | 1     | Japan                          | 9   |
| Hong Kong                         | 18    | Australia                      | 8   |
|                                   |       | Mexico                         | 4   |
|                                   |       | Canada                         | 3   |
|                                   |       | Qatar                          | 6   |
| Total international Company-owned | 191   | Costa Rica                     | 2   |
|                                   |       | Saudi Arabia                   | 10  |
|                                   |       | Dominican Republic             | 1   |
|                                   |       | South Korea (1)                | 92  |
|                                   |       | Guam                           | 1   |
|                                   |       | Total international franchised | 139 |
| Total Company-owned               | 1,189 | Total franchised               | 291 |

- (1) Restaurant property counts exclude one and four off-premises only kitchens from Company-owned United States and franchised South Korea totals, respectively.
- (2) The count for Brazil is reported as of November 30, 2023 to correspond with the balance sheet date of this subsidiary.

We lease substantially all of our restaurant properties from third parties. As of December 31, 2023, our Company-owned restaurants were located on the following sites by segment:

|                                      | U.S. | INTERNATIONAL | TOTAL | PERCENTAGE OF TOTAL |
|--------------------------------------|------|---------------|-------|---------------------|
| Company-owned sites                  | 25   | —             | 25    | 2 %                 |
| Leased sites:                        |      |               |       |                     |
| Land, ground and building leases     | 692  | 1             | 693   | 58 %                |
| Space and in-line leases             | 281  | 190           | 471   | 40 %                |
| Total Company-owned restaurant sites | 998  | 191           | 1,189 | 100 %               |

We also lease corporate offices in Tampa, Florida and São Paulo, Brazil.

### Item 3. Legal Proceedings

For a description of our legal proceedings, see Note 21 - *Commitments and Contingencies* of the Notes to Consolidated Financial Statements of this Report.

### Item 4. Mine Safety Disclosures

Not applicable.

## PART II

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

**Market Information** - Our common stock is listed on the Nasdaq Global Select Market under the symbol "BLMN".

**Dividends** - In February 2022, our Board reinstated quarterly dividends after a temporary suspension during the COVID-19 pandemic. Future dividend payments will depend on continued compliance with our financial covenants, as well as our earnings, financial condition, capital expenditure requirements, surplus and other factors that our Board considers relevant.

**Holders** - As of February 23, 2024, there were 113 holders of record of our common stock. The number of registered holders does not include holders who are beneficial owners whose shares are held in street name by brokers and other nominees.

**Securities Authorized for Issuance Under Equity Compensation Plans** - The following table presents the securities authorized for issuance under our equity compensation plans as of December 31, 2023:

| (shares in thousands)                                  | (a)                                                                                             | (b)                                                                             | (c)                                                                                                                                             |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| PLAN CATEGORY                                          | NUMBER OF SECURITIES TO BE ISSUED UPON EXERCISE OF OUTSTANDING OPTIONS, WARRANTS AND RIGHTS (1) | WEIGHTED AVERAGE EXERCISE PRICE OF OUTSTANDING OPTIONS, WARRANTS AND RIGHTS (2) | NUMBER OF SECURITIES REMAINING AVAILABLE FOR FUTURE ISSUANCE UNDER EQUITY COMPENSATION PLANS (EXCLUDING SECURITIES REFLECTED IN COLUMN (a)) (3) |
| Equity compensation plans approved by security holders | 3,174                                                                                           | \$ 21.04                                                                        | 6,925                                                                                                                                           |

(1) Includes 1,449 shares issuable in respect to restricted stock units and performance-based share units (assuming target achievement of applicable performance metrics).

(2) Amounts in this column relate only to options exercisable for common shares.

(3) The shares remaining available for issuance may be issued in the form of stock options, restricted stock units or other stock awards under the 2020 Omnibus Incentive Compensation Plan. See Note 6 - *Stock-based and Deferred Compensation Plans* of the Notes to Consolidated Financial Statements for details regarding the plan.

**Purchases of Equity Securities by the Issuer and Affiliated Purchasers** - The following table provides information regarding our purchases of common stock during the fourteen weeks ended December 31, 2023:

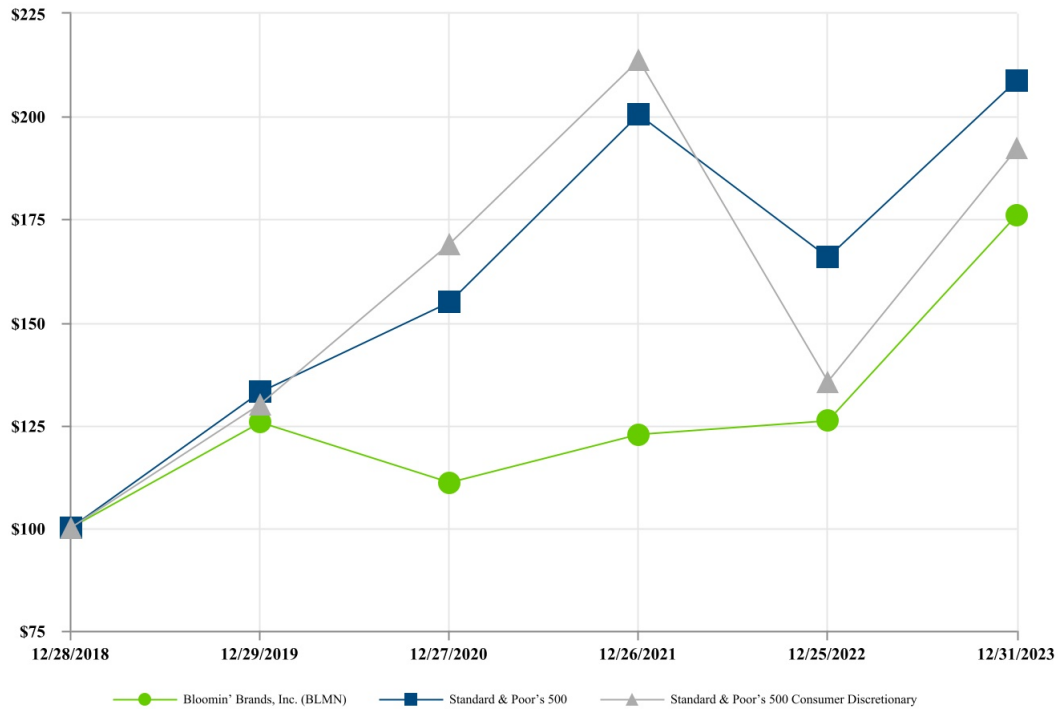
| REPORTING PERIOD                            | TOTAL NUMBER OF SHARES PURCHASED | AVERAGE PRICE PAID PER SHARE | TOTAL NUMBER OF SHARES PURCHASED AS PART OF PUBLICLY ANNOUNCED PLANS OR PROGRAMS | APPROXIMATE DOLLAR VALUE OF SHARES THAT MAY YET BE PURCHASED UNDER THE PLANS OR PROGRAMS (1) |
|---------------------------------------------|----------------------------------|------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| September 25, 2023 through October 22, 2023 | 269,131                          | \$ 23.78                     | 269,131                                                                          | \$ 81,461,316                                                                                |
| October 23, 2023 through November 19, 2023  | 137,044                          | \$ 23.35                     | 137,044                                                                          | \$ 78,261,379                                                                                |
| November 20, 2023 through December 31, 2023 | 329,103                          | \$ 25.10                     | 329,103                                                                          | \$ 70,000,707                                                                                |
| Total                                       | 735,278                          |                              | 735,278                                                                          |                                                                                              |

(1) On February 7, 2023, our Board approved a share repurchase authorization of up to \$125.0 million of our outstanding common stock as announced in our press release issued February 16, 2023 (the "2023 Share Repurchase Program"). Subsequent to December 31, 2023, we repurchased \$12.5 million of our common stock authorized under the 2023 Share Repurchase Program under a Rule 10b5-1 plan. In February 2024, our Board canceled the remaining \$57.5 million of authorization under the 2023 Share Repurchase Program and approved a new \$350.0 million authorization (the "2024 Share Repurchase Program"), as announced in our press release issued on February 23, 2024. The 2024 Share Repurchase Program will expire on August 13, 2025.

## BLOOMIN' BRANDS, INC.

**Stock Performance Graph** - The following graph depicts total return to stockholders from December 28, 2018 through December 31, 2023, relative to the performance of the Standard & Poor's 500 index and the Standard & Poor's 500 Consumer Discretionary index, a peer group. The graph assumes an investment of \$100 in our common stock and in each index on December 28, 2018 (the last business day of the fiscal year of investment), and the reinvestment of dividends paid since that date. The stock price performance shown in the graph is not necessarily indicative of future price performance.

**Comparison of Cumulative Total Stockholder Return**  
**Bloomin' Brands, Inc., Standard & Poor's 500 and Standard & Poor's 500 Consumer Discretionary**  
**(Performance Results Through December 31, 2023)**



|                                              | DECEMBER 28,<br>2018 | DECEMBER 29,<br>2019 | DECEMBER 27,<br>2020 | DECEMBER 26,<br>2021 | DECEMBER 25,<br>2022 | DECEMBER 31,<br>2023 |
|----------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Bloomin' Brands, Inc. (BLMN)                 | \$ 100.00            | \$ 125.64            | \$ 111.01            | \$ 122.72            | \$ 125.90            | \$ 175.91            |
| Standard & Poor's 500                        | \$ 100.00            | \$ 132.96            | \$ 154.75            | \$ 200.27            | \$ 165.59            | \$ 208.83            |
| Standard & Poor's 500 Consumer Discretionary | \$ 100.00            | \$ 130.08            | \$ 169.06            | \$ 213.64            | \$ 135.43            | \$ 192.23            |

Item 6. [Reserved]

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

**Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

Management's discussion and analysis of financial condition and results of operations should be read in conjunction with our consolidated financial statements and the related notes. For discussion of our consolidated and segment-level results of operations, non-GAAP measures, and liquidity and capital resources for fiscal year 2021, see our Annual Report on Form 10-K for the year ended December 25, 2022, filed with the SEC on February 22, 2023.

**Overview**

We are one of the largest casual dining restaurant companies in the world with a portfolio of leading, differentiated restaurant concepts. As of December 31, 2023, we owned and operated 1,189 restaurants and franchised 291 restaurants across 47 states, Guam and 13 countries. We have four founder-inspired concepts: Outback Steakhouse, Carrabba's Italian Grill, Bonefish Grill and Fleming's Prime Steakhouse & Wine Bar.

*Financial Overview* - Our financial overview for 2023 includes the following:

- U.S. combined and Outback Steakhouse comparable restaurant sales of 1.4% and 1.1%, respectively;
- Increase in Total revenues of 5.8% as compared to 2022;
- Operating income and restaurant-level operating margins of 7.0% and 16.2%, respectively, as compared to 7.5% and 15.6%, respectively for 2022;
- Operating income of \$325.1 million as compared to \$330.4 million in 2022; and
- Diluted earnings per share of \$2.56 as compared to \$1.03 in 2022.

*Business Strategies* - In 2024, our key business strategies include:

- *Enhance the Customer Experience to Drive Sustainable Healthy Sales Growth.* We plan to continue to make investments to enhance our core guest experience, upgrade kitchen equipment and technology, increase off-premises dining occasions, remodel and relocate restaurants, invest in digital marketing and data personalization and utilize the Dine Rewards loyalty program and multimedia marketing campaigns to drive sales.
- *Drive Long-Term Shareholder Value.* We plan to drive long-term shareholder value by reinvesting operational cash flow into our business, improving our credit profile and returning excess cash to shareholders through dividends and share repurchases.
- *Enrich Engagement Among Stakeholders.* We take the responsibility to our people, customers and communities seriously and continue to invest in programs that support the well-being of those engaged with us.
- *Accelerate Growth Opportunities.* We believe a substantial development opportunity remains for our concepts in the U.S. and internationally through existing geography fill-in and market expansion. We will continue to pursue U.S. fill-in opportunities for Outback Steakhouse, Fleming's Prime Steakhouse & Wine Bar and Carrabba's Italian Grill across key southern states such as North Carolina, Florida and Texas as well as California. We will also focus on strategic expansion in Brazil and pursue global franchise opportunities.

We intend to fund our business strategies, drive revenue growth and margin improvement, in part by reinvesting savings generated by cost savings and productivity initiatives across our businesses.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Macroeconomic Conditions* - The combination of macroeconomic and other factors have put considerable pressure on the casual dining industry. The ongoing impacts of inflation, rising interest rates, reduced disposable consumer income, access to credit, other national, regional and local regulatory and economic conditions and consumer confidence have had a negative effect on discretionary consumer spending.

Should the macroeconomic and other conditions persist, we will continue to face increased pressure with respect to our pricing, traffic levels and commodity costs. We believe that in this environment, we need to maintain our focus on value and innovation as well as refreshing our restaurant base through remodels and new restaurant development to continue to drive sales.

*Key Financial Performance Indicators* - Key measures that we use in evaluating our restaurants and assessing our business include the following:

- *Average restaurant unit volumes*—average sales (excluding gift card breakage and the benefit of value added tax exemptions in Brazil) per restaurant to measure changes in customer traffic, pricing and development of the brand.
- *Comparable restaurant sales*—year-over-year comparison of the change in sales volumes (excluding gift card breakage and the benefit of value added tax exemptions in Brazil) for Company-owned restaurants that are open 18 months or more in order to remove the impact of new restaurant openings in comparing the operations of existing restaurants.
- *System-wide sales*—total restaurant sales volume for all Company-owned and franchise restaurants, regardless of ownership, to interpret the overall health of our brands.
- *Restaurant-level operating margin, Income from operations, Net income and Diluted earnings per share*—financial measures utilized to evaluate our operating performance.

Restaurant-level operating margin is a non-GAAP financial measure widely regarded in the industry as a useful metric to evaluate restaurant-level operating efficiency and performance of ongoing restaurant-level operations, and we use it for these purposes, overall and particularly within our two segments. Our restaurant-level operating margin is expressed as the percentage of our Restaurant sales that Food and beverage costs, Labor and other related expense and Other restaurant operating expense (including advertising expenses) represent, in each case as such items are reflected in our Consolidated Statements of Operations and Comprehensive Income. The following categories of revenue and operating expenses are not included in restaurant-level operating income and the corresponding margin because we do not consider them reflective of operating performance at the restaurant-level within a period:

- (i) Franchise and other revenues, which are earned primarily from franchise royalties and other non-food and beverage revenue streams, such as rental and sublease income;
- (ii) Depreciation and amortization, which, although substantially all of which is related to restaurant-level assets, represent historical sunk costs rather than cash outlays for the restaurants;
- (iii) General and administrative expense, which includes primarily non-restaurant-level costs associated with support of the restaurants and other activities at our corporate offices; and
- (iv) Asset impairment charges and restaurant closing costs, which are not reflective of ongoing restaurant performance in a period.

Restaurant-level operating margin excludes various expenses, as discussed above, that are essential to support the operations of our restaurants and may materially impact our Consolidated Statements of Operations and Comprehensive Income. As a result, restaurant-level operating margin is not indicative of our consolidated results of operations and is presented exclusively as a supplement to, and not a substitute

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

for, Net income or Income from operations. In addition, our presentation of restaurant-level operating margin may not be comparable to similarly titled measures used by other companies in our industry.

- *Adjusted restaurant-level operating margin, Adjusted income from operations, Adjusted net income and Adjusted diluted earnings per share*—non-GAAP financial measures utilized to evaluate our operating performance, which definitions, usefulness and reconciliations are described in more detail in the “Non-GAAP Financial Measures” section below.

**Selected Operating Data** - The table below presents the number of our restaurants in operation as of the periods indicated:

| Number of restaurants (at end of the period): | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|-----------------------------------------------|-------------------|-------------------|
| <b>U.S.</b>                                   |                   |                   |
| Outback Steakhouse                            |                   |                   |
| Company-owned                                 | 562               | 566               |
| Franchised                                    | 126               | 127               |
| Total                                         | 688               | 693               |
| Carrabba's Italian Grill                      |                   |                   |
| Company-owned                                 | 198               | 199               |
| Franchised                                    | 19                | 19                |
| Total                                         | 217               | 218               |
| Bonefish Grill                                |                   |                   |
| Company-owned                                 | 170               | 173               |
| Franchised                                    | 6                 | 7                 |
| Total                                         | 176               | 180               |
| Fleming's Prime Steakhouse & Wine Bar         |                   |                   |
| Company-owned                                 | 64                | 65                |
| Aussie Grill                                  |                   |                   |
| Company-owned                                 | 4                 | 7                 |
| Franchised                                    | 1                 | —                 |
| Total                                         | 5                 | 7                 |
| U.S. total (1)                                | 1,150             | 1,163             |
| <b>International</b>                          |                   |                   |
| Company-owned                                 |                   |                   |
| Outback Steakhouse - Brazil (2)               | 155               | 139               |
| Other (2)(3)                                  | 36                | 36                |
| Franchised                                    |                   |                   |
| Outback Steakhouse - South Korea (1)          | 92                | 86                |
| Other (3)                                     | 47                | 47                |
| International total                           | 330               | 308               |
| System-wide total                             | 1,480             | 1,471             |
| System-wide total - Company-owned             | 1,189             | 1,185             |
| System-wide total - Franchised                | 291               | 286               |

- (1) Excludes five and 36 off-premises only kitchens as of December 31, 2023 and December 25, 2022, respectively. One location was Company-owned in the U.S and all others were franchised in South Korea as of December 31, 2023 and December 25, 2022.
- (2) The restaurant counts for Brazil, including Abbraccio and Aussie Grill restaurants within International Company-owned Other, are reported as of November 30, 2023 and 2022, respectively, to correspond with the balance sheet dates of this subsidiary.
- (3) International Company-owned Other included two and four Aussie Grill locations as of December 31, 2023 and December 25, 2022, respectively. International Franchised Other included four Aussie Grill locations as of December 31, 2023 and December 25, 2022.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

**Results of Operations**

**REVENUES**

*Restaurant Sales* - Following is a summary of the change in Restaurant sales for the period indicated:

|                                                            | FISCAL YEAR |
|------------------------------------------------------------|-------------|
| (dollars in millions)                                      | 2023        |
| For fiscal year 2022                                       | \$ 4,352.7  |
| Change from:                                               |             |
| Comparable restaurant sales                                | 81.8        |
| Restaurant openings                                        | 64.9        |
| Effect of foreign currency translation                     | 34.3        |
| Brazil value added tax exemptions (1)                      | 22.5        |
| Restaurant closures                                        | (31.5)      |
| For fiscal year 2023 (comparable 52-week presentation) (2) | 4,524.7     |
| 53rd week restaurant sales (3)                             | 82.7        |
| For fiscal year 2023 (as reported)                         | \$ 4,607.4  |

(1) Fiscal years 2023 and 2022, include \$30.2 million and \$7.7 million, respectively, of value added tax exemptions resulting from the Brazil tax legislation. Beginning in the fourth quarter of 2023, we are once again subject to the value added taxes for which we were previously exempt. See Note 20 - *Income Taxes* of the Notes to Consolidated Financial Statements for details regarding value added tax exemptions in connection with Brazil tax legislation.

(2) Includes \$101.9 million of restaurant sales generated by restaurants closed, primarily in February 2024, in connection with the 2023 Closure Initiative, as defined below. See Note 4 - *Impairments and Exit Costs* of the Notes to Consolidated Financial Statements for additional details regarding the 2023 Closure Initiative.

(3) Includes restaurant sales from December 25, 2023 through December 31, 2023, which represents the 53rd week of fiscal year 2023.

The increase in Restaurant sales in 2023 as compared to 2022 was primarily due to: (i) restaurant sales during the 53rd week of 2023, (ii) higher comparable restaurant sales, (iii) the opening of 66 new restaurants not included in our comparable restaurant sales base, (iv) the effect of foreign currency translation of the Brazilian Real relative to the U.S. dollar and (v) value added tax exemptions in Brazil. The increase in Restaurant sales was partially offset by the closure of 35 restaurants since December 26, 2021.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Average Restaurant Unit Volumes and Operating Weeks*

Following is a summary of the average restaurant unit volumes and operating weeks for the periods indicated:

| (dollars in thousands)                | FISCAL YEAR |          |
|---------------------------------------|-------------|----------|
|                                       | 2023        | 2022     |
| Average restaurant unit volumes:      |             |          |
| U.S.                                  |             |          |
| Outback Steakhouse                    | \$ 4,094    | \$ 3,949 |
| Carrabba's Italian Grill              | \$ 3,631    | \$ 3,406 |
| Bonefish Grill                        | \$ 3,339    | \$ 3,213 |
| Fleming's Prime Steakhouse & Wine Bar | \$ 5,935    | \$ 5,845 |
| International                         |             |          |
| Outback Steakhouse - Brazil (1)       | \$ 3,213    | \$ 3,067 |
| Operating weeks:                      |             |          |
| U.S.                                  |             |          |
| Outback Steakhouse                    | 29,771      | 29,308   |
| Carrabba's Italian Grill              | 10,537      | 10,328   |
| Bonefish Grill                        | 9,056       | 9,056    |
| Fleming's Prime Steakhouse & Wine Bar | 3,418       | 3,331    |
| International                         |             |          |
| Outback Steakhouse - Brazil           | 7,670       | 6,775    |

- (1) Translated at average exchange rates of 5.02 and 5.19 for 2023 and 2022, respectively. Excludes the benefit of the Brazil value added tax exemptions discussed in Note 20 - *Income Taxes* of the Notes to Consolidated Financial Statements.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Comparable Restaurant Sales, Traffic and Average Check Per Person Increases (Decreases)*

Following is a summary of comparable restaurant sales, traffic and average check per person increases (decreases) for the periods indicated:

|                                                                   | FISCAL YEAR |        |
|-------------------------------------------------------------------|-------------|--------|
|                                                                   | 2023 (1)    | 2022   |
| Year over year percentage change:                                 |             |        |
| Comparable restaurant sales (restaurants open 18 months or more): |             |        |
| U.S. (2)                                                          |             |        |
| Outback Steakhouse                                                | 1.1 %       | 2.8 %  |
| Carrabba's Italian Grill                                          | 3.9 %       | 3.4 %  |
| Bonefish Grill                                                    | 0.8 %       | 4.5 %  |
| Fleming's Prime Steakhouse & Wine Bar                             | (0.7)%      | 12.0 % |
| Combined U.S.                                                     | 1.4 %       | 4.0 %  |
| International                                                     |             |        |
| Outback Steakhouse - Brazil (3)                                   | 5.5 %       | 38.3 % |
| Traffic:                                                          |             |        |
| U.S.                                                              |             |        |
| Outback Steakhouse                                                | (4.3)%      | (6.3)% |
| Carrabba's Italian Grill                                          | 0.3 %       | (4.3)% |
| Bonefish Grill                                                    | (3.3)%      | (4.2)% |
| Fleming's Prime Steakhouse & Wine Bar                             | (2.0)%      | 3.0 %  |
| Combined U.S.                                                     | (3.1)%      | (5.3)% |
| International                                                     |             |        |
| Outback Steakhouse - Brazil (3)                                   | (1.1)%      | 23.6 % |
| Average check per person (4):                                     |             |        |
| U.S.                                                              |             |        |
| Outback Steakhouse                                                | 5.4 %       | 9.1 %  |
| Carrabba's Italian Grill                                          | 3.6 %       | 7.7 %  |
| Bonefish Grill                                                    | 4.1 %       | 8.7 %  |
| Fleming's Prime Steakhouse & Wine Bar                             | 1.3 %       | 9.0 %  |
| Combined U.S.                                                     | 4.5 %       | 9.3 %  |
| International                                                     |             |        |
| Outback Steakhouse - Brazil (3)                                   | 6.5 %       | 14.6 % |

- (1) For 2023, comparable restaurant sales, traffic and average check per person compare the 53 weeks from December 26, 2022 through December 31, 2023 to the 53 weeks from December 27, 2021 through January 1, 2023.
- (2) Relocated restaurants closed more than 60 days are excluded from comparable restaurant sales until at least 18 months after reopening.
- (3) Excludes the effect of fluctuations in foreign currency rates and the benefit of the Brazil value added tax exemptions discussed in Note 20 *Income Taxes* of the Notes to Consolidated Financial Statements. Includes trading day impact from calendar period reporting.
- (4) Includes the impact of menu pricing changes, product mix and discounts.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

**COSTS AND EXPENSES**

The following table sets forth the percentages of certain items in our Consolidated Statements of Operations in relation to Restaurant sales or Total revenues for the periods indicated:

|                                                           | FISCAL YEAR |        |
|-----------------------------------------------------------|-------------|--------|
|                                                           | 2023        | 2022   |
| Revenues                                                  |             |        |
| Restaurant sales                                          | 98.6 %      | 98.6 % |
| Franchise and other revenues                              | 1.4         | 1.4    |
| Total revenues                                            | 100.0       | 100.0  |
| Costs and expenses                                        |             |        |
| Food and beverage (1)                                     | 30.6        | 31.8   |
| Labor and other related (1)                               | 28.8        | 28.2   |
| Other restaurant operating (1)                            | 24.4        | 24.5   |
| Depreciation and amortization                             | 4.1         | 3.8    |
| General and administrative                                | 5.6         | 5.3    |
| Provision for impaired assets and restaurant closings     | 0.7         | 0.1    |
| Total costs and expenses                                  | 93.0        | 92.5   |
| Income from operations                                    | 7.0         | 7.5    |
| Loss on extinguishment and modification of debt           | —           | (2.5)  |
| Loss on fair value adjustment of derivatives, net         | —           | (0.4)  |
| Interest expense, net                                     | (1.2)       | (1.2)  |
| Income before provision for income taxes                  | 5.8         | 3.4    |
| Provision for income taxes                                | 0.4         | 0.9    |
| Net income                                                | 5.4         | 2.5    |
| Less: net income attributable to noncontrolling interests | 0.1         | 0.2    |
| Net income attributable to Bloomin' Brands                | 5.3 %       | 2.3 %  |

(1) As a percentage of Restaurant sales.

**Fiscal year 2023 as compared to fiscal year 2022**

*Food and beverage cost* decreased as a percentage of Restaurant sales due to 2.0% from increases in average check per person, primarily driven by an increase in menu pricing, and 0.6% from certain cost saving and productivity initiatives, partially offset by an increase of 1.3% from commodity inflation. See Item 7A. *Quantitative and Qualitative Disclosures about Market Risk* for discussion of our commodity inflation expectations for 2024.

*Labor and other related expense* increased as a percentage of Restaurant sales primarily due to 1.6% from higher hourly and field management labor costs, primarily due to wage rate inflation, partially offset by decreases of 0.9% from an increase in average check per person and 0.2% from certain cost saving and productivity initiatives.

*Other restaurant operating expense* decreased as a percentage of Restaurant sales primarily due to: (i) 0.7% from an increase in average check per person, (ii) 0.3% from certain cost saving and productivity initiatives and (iii) 0.2% from the favorable settlement of certain collective action wage and hour lawsuits. These decreases were partially offset by increases of 0.9% from higher operating expenses, including utilities, primarily due to inflation, and 0.4% from higher advertising expense.

*Depreciation and amortization expense* increased primarily due to technology projects and restaurant development.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*General and administrative expense* increased primarily due to: (i) legal and professional fees, (ii) compensation and related expenses, (iii) travel expenses and (iv) incentive compensation, partially offset by a decrease in employee stock-based compensation.

*Provision for impaired assets and restaurant closings* increased primarily due to asset impairment and closure charges during the fourteen weeks ended December 31, 2023 of \$33.3 million and \$0.9 million within the U.S. and international segments, respectively, in connection with the closure of three U.S. and two international Aussie Grill restaurants and the decision to close 36 predominantly older, underperforming U.S. restaurants (the "2023 Closure Initiative"). See Note 4 - *Impairments and Exit Costs* for additional details regarding the 2023 Closure Initiative. We expect to incur an additional \$8 million to \$11 million of severance and closure costs in connection with the 2023 Closure Initiative during the thirteen weeks ended March 31, 2024.

*Income from operations* during 2023 includes a net operating margin increase of approximately 0.2% attributable to Brazil value added tax exemptions (PIS and COFINS) provided by Brazil tax legislation. See Note 20 - *Income Taxes* of the Notes to Consolidated Financial Statements for further discussion regarding Brazil tax legislation.

*Loss on extinguishment and modification of debt and Loss on fair value adjustment of derivatives, net* during 2022 were in connection with the repurchase of \$125.0 million of the outstanding convertible senior notes due in 2025 (the "2025 Notes") (the "2025 Notes Partial Repurchase"), which is described in further detail within Note 13 - *Convertible Senior Notes* of the Notes to Consolidated Financial Statements.

*Interest expense, net* was flat primarily due to: (i) the lapping of terminated interest rate swap amortization during 2022, (ii) the 2025 Notes Partial Repurchase in May 2022 and (iii) the repayment of Term Loan A in April 2022. These decreases were offset by an increase in interest expense from higher balances and interest rates on our revolving credit facility.

*Provision for income taxes* includes a decrease in the effective income tax rate primarily due to the non-deductible losses associated with the 2025 Notes Partial Repurchase recorded during 2022 and the 2023 benefits of Brazil tax legislation, which includes a temporary reduction in the Brazilian income tax rate from 34% to 0%.

We have a blended federal and state statutory rate of approximately 26%. The effective income tax rate in 2023 was lower than the blended federal and state statutory rate primarily due to the benefit of FICA tax credits on certain tipped wages and benefits of Brazil tax legislation, which includes a temporary reduction in the Brazilian income tax rate from 34% to 0%. The effective income tax rate in 2022 was higher than the blended federal and state statutory rate primarily due to the non-deductible losses associated with the 2025 Notes Partial Repurchase recorded during 2022, partially offset by the benefit of FICA tax credits on certain tipped wages.

In the U.S., a restaurant company employer may claim a credit against its federal income taxes for FICA taxes paid on certain tipped wages (the "FICA tax credit"). The level of FICA tax credits is primarily driven by U.S. Restaurant sales and is not impacted by costs incurred that may reduce Income before provision for income taxes.

See Note 20 - *Income Taxes* of the Notes to Consolidated Financial Statements for further discussion regarding Brazil tax legislation.

## **Segments**

We consider each of our restaurant concepts and international markets as operating segments, which reflects how we manage our business, review operating performance and allocate resources. Resources are allocated and performance is assessed by our Chief Executive Officer, whom we have determined to be our Chief Operating Decision Maker. We aggregate our operating segments into two reportable segments, U.S. and international. The

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

U.S. segment includes all restaurants operating in the U.S. while restaurants operating outside the U.S. are included in the international segment.

Revenues for both segments include only transactions with customers and exclude intersegment revenues. Excluded from Income from operations for U.S. and international are certain legal and corporate costs not directly related to the performance of the segments, most stock-based compensation expenses, a portion of insurance expenses and certain bonus expenses.

Refer to Note 22 - *Segment Reporting* of the Notes to Consolidated Financial Statements for reconciliations of segment income from operations to the consolidated operating results.

*Summary financial data* - Following is a summary of financial data by segment for the periods indicated:

| (dollars in thousands)            | U.S.         |              | INTERNATIONAL |            |
|-----------------------------------|--------------|--------------|---------------|------------|
|                                   | FISCAL YEAR  |              | FISCAL YEAR   |            |
|                                   | 2023         | 2022         | 2023          | 2022       |
| Revenues                          |              |              |               |            |
| Restaurant sales                  | \$ 4,005,053 | \$ 3,863,016 | \$ 602,355    | \$ 489,679 |
| Franchise and other revenues      | 48,546       | 48,854       | 15,516        | 14,959     |
| Total revenues                    | \$ 4,053,599 | \$ 3,911,870 | \$ 617,871    | \$ 504,638 |
| Income from operations            | \$ 377,534   | \$ 407,860   | \$ 83,948     | \$ 57,333  |
| Operating income margin           | 9.3 %        | 10.4 %       | 13.6 %        | 11.4 %     |
| Restaurant-level operating income | \$ 618,434   | \$ 595,997   | \$ 123,583    | \$ 90,663  |
| Restaurant-level operating margin | 15.4 %       | 15.4 %       | 20.5 %        | 18.5 %     |

*Restaurant sales* - Following is a summary of the change in segment Restaurant sales for the period indicated:

| (dollars in millions)                                      | U.S.        | (dollars in millions)                  | INTERNATIONAL |
|------------------------------------------------------------|-------------|----------------------------------------|---------------|
|                                                            | FISCAL YEAR |                                        | FISCAL YEAR   |
|                                                            | 2023        |                                        | 2023          |
| For fiscal year 2022                                       | \$ 3,863.0  | For fiscal year 2022                   | \$ 489.7      |
| Change from:                                               |             | Change from:                           |               |
| Comparable restaurant sales                                | 63.1        | Restaurant openings (1)                | 37.7          |
| Restaurant openings (1)                                    | 27.2        | Effect of foreign currency translation | 34.3          |
| Restaurant closures (2)                                    | (31.0)      | Brazil value added tax exemptions (3)  | 22.5          |
| For fiscal year 2023 (comparable 52-week presentation) (4) | 3,922.3     | Comparable restaurant sales            | 18.7          |
| 53rd week restaurant sales (5)                             | 82.7        | Restaurant closures (2)                | (0.5)         |
| For fiscal year 2023 (as reported)                         | \$ 4,005.0  | For fiscal year 2023                   | \$ 602.4      |

- (1) Includes restaurant sales from 19 and 47 new U.S. and international restaurants, respectively, not included in our comparable restaurant sales base.
- (2) Includes the restaurant sales impact from the closure of 32 and three U.S. and international restaurants, respectively, since December 26, 2021.
- (3) Fiscal years 2023 and 2022 include \$30.2 million and \$7.7 million, respectively, of value added tax exemptions resulting from the Brazil tax legislation. Beginning in the fourth quarter of 2023, we are once again subject to the value added taxes for which we were previously exempt under the Brazil tax legislation. See Note 20 - *Income Taxes* of the Notes to Consolidated Financial Statements for details regarding value added tax exemptions in connection with the Brazil tax legislation.
- (4) Includes \$99.2 million of restaurant sales generated by restaurants closed, primarily in February 2024, in connection with the 2023 Closure Initiative. See Note 4 - *Impairments and Exit Costs* of the Notes to Consolidated Financial Statements for additional details regarding the 2023 Closure Initiative.
- (5) Includes restaurant sales from December 25, 2023 through December 31, 2023, which represents the 53rd week of fiscal year 2023.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Income from operations*

*U.S.* - The decrease in U.S. Income from operations generated during 2023 as compared to 2022 was primarily due to: (i) higher labor costs, primarily due to wage rate inflation, (ii) commodity inflation, (iii) higher operating expenses, including utilities, primarily due to inflation, (iv) higher impairment charges and restaurant closure costs and (v) higher depreciation and advertising expense. These decreases were partially offset by an increase in average check per person and certain cost saving and productivity initiatives.

*International* - The increase in international Income from operations generated during 2023 as compared to 2022 was primarily due to value added tax exemptions in Brazil and an increase in restaurant sales, primarily driven by an increase in average check per person and the recovery of in-restaurant dining. These increases were partially offset by decreases primarily due to higher operating and labor costs, primarily due to inflation, and higher advertising expense.

**Non-GAAP Financial Measures**

In addition to the results provided in accordance with generally accepted accounting principles ("U.S. GAAP"), we provide certain non-GAAP measures, which present operating results on an adjusted basis. These are supplemental measures of performance that are not required by or presented in accordance with U.S. GAAP and include the following: (i) Restaurant-level operating income, adjusted restaurant-level operating income and their corresponding margins, (ii) Adjusted income from operations and the corresponding margin, (iii) Adjusted net income, (iv) Adjusted diluted earnings per share and (v) system-wide sales.

We believe that our use of non-GAAP financial measures permits investors to assess the operating performance of our business relative to our performance based on U.S. GAAP results and relative to other companies within the restaurant industry by isolating the effects of certain items that may vary from period to period without correlation to core operating performance or that vary widely among similar companies. However, our inclusion of these adjusted measures should not be construed as an indication that our future results will be unaffected by unusual or infrequent items or that the items for which we have made adjustments are unusual or infrequent or will not recur. We believe that the disclosure of these non-GAAP measures is useful to investors as they form part of the basis for how our management team and our Board evaluate our operating performance, allocate resources and establish employee incentive plans.

These non-GAAP financial measures are not intended to replace U.S. GAAP financial measures, and they are not necessarily standardized or comparable to similarly titled measures used by other companies. We maintain internal guidelines with respect to the types of adjustments we include in our non-GAAP measures. These guidelines endeavor to differentiate between types of gains and expenses that are reflective of our core operations in a period, and those that may vary from period to period without correlation to our core performance in that period. However, implementation of these guidelines involves the application of judgment, and the treatment of any items not directly addressed by, or changes to, our guidelines will be considered by our disclosure committee. Refer to the reconciliations of non-GAAP measures for descriptions of the actual adjustments made in the current period and the corresponding prior period.

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**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Consolidated Restaurant-level Operating Income and Adjusted Restaurant-level Operating Income and Corresponding Margins Non-GAAP Reconciliations* - Restaurant-level operating margin is calculated as Restaurant sales after deduction of the main restaurant-level operating costs, which includes Food and beverage cost, Labor and other related expense and Other restaurant operating expense. Adjusted restaurant-level operating margin is Restaurant-level operating margin adjusted for certain items. The following table reconciles consolidated Income from operations and the corresponding margin to restaurant-level operating income and adjusted restaurant-level operating income and the corresponding margins for the periods indicated:

| <b>Consolidated</b><br>(dollars in thousands)         | <b>FISCAL YEAR</b> |             |
|-------------------------------------------------------|--------------------|-------------|
|                                                       | <b>2023</b>        | <b>2022</b> |
| Income from operations                                | \$ 325,144         | \$ 330,421  |
| Operating income margin                               | 7.0 %              | 7.5 %       |
| Less:                                                 |                    |             |
| Franchise and other revenues                          | 64,062             | 63,813      |
| Plus:                                                 |                    |             |
| Depreciation and amortization                         | 191,171            | 169,617     |
| General and administrative                            | 260,470            | 234,752     |
| Provision for impaired assets and restaurant closings | 33,574             | 5,964       |
| Restaurant-level operating income                     | \$ 746,297         | \$ 676,941  |
| Restaurant-level operating margin                     | 16.2 %             | 15.6 %      |
| Adjustments:                                          |                    |             |
| Legal and other matters (1)                           | (3,650)            | 5,900       |
| Asset impairments and closing costs (2)               | (2,450)            | —           |
| Partner compensation (3)                              | 1,894              | —           |
| Total restaurant-level operating income adjustments   | (4,206)            | 5,900       |
| Adjusted restaurant-level operating income            | \$ 742,091         | \$ 682,841  |
| Adjusted restaurant-level operating margin            | 16.1 %             | 15.7 %      |

(1) Reflects changes in legal reserves in connection with certain collective action wage and hour lawsuits.

(2) Lease remeasurement gains in connection with the 2023 Closure Initiative. See Note 4 *Impairments and Exit Costs* of the Notes to Consolidated Financial Statements for additional details regarding the 2023 Closure Initiative.

(3) Costs incurred in connection with the transition to a new partner compensation program.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Segment Restaurant-level and Adjusted Restaurant-level Operating Income and Corresponding Margins Non-GAAP Reconciliations*  
- The following tables reconcile segment Income from operations and the corresponding margin to segment restaurant-level operating income and adjusted restaurant-level operating income and the corresponding margins for the periods indicated:

| <b>U.S.</b><br>(dollars in thousands)                 | <b>FISCAL YEAR</b> |             |
|-------------------------------------------------------|--------------------|-------------|
|                                                       | <b>2023</b>        | <b>2022</b> |
| Income from operations                                | \$ 377,534         | \$ 407,860  |
| Operating income margin                               | 9.3 %              | 10.4 %      |
| Less:                                                 |                    |             |
| Franchise and other revenues                          | 48,546             | 48,854      |
| Plus:                                                 |                    |             |
| Depreciation and amortization                         | 157,878            | 139,170     |
| General and administrative                            | 98,899             | 93,401      |
| Provision for impaired assets and restaurant closings | 32,669             | 4,420       |
| Restaurant-level operating income                     | \$ 618,434         | \$ 595,997  |
| Restaurant-level operating margin                     | 15.4 %             | 15.4 %      |
| Adjustments:                                          |                    |             |
| Asset impairments and closing costs (1)               | (2,450)            | —           |
| Partner compensation (2)                              | 1,894              | —           |
| Total restaurant-level operating income adjustments   | (556)              | —           |
| Adjusted restaurant-level operating income            | \$ 617,878         | \$ 595,997  |
| Adjusted restaurant-level operating margin            | 15.4 %             | 15.4 %      |

(1) Lease remeasurement gains in connection with the 2023 Closure Initiative.

(2) Costs incurred in connection with the transition to a new partner compensation program.

| <b>International</b><br>(dollars in thousands)        | <b>FISCAL YEAR</b> |             |
|-------------------------------------------------------|--------------------|-------------|
|                                                       | <b>2023</b>        | <b>2022</b> |
| Income from operations                                | \$ 83,948          | \$ 57,333   |
| Operating income margin                               | 13.6 %             | 11.4 %      |
| Less:                                                 |                    |             |
| Franchise and other revenues                          | 15,516             | 14,959      |
| Plus:                                                 |                    |             |
| Depreciation and amortization                         | 25,430             | 23,397      |
| General and administrative                            | 28,816             | 23,355      |
| Provision for impaired assets and restaurant closings | 905                | 1,537       |
| Restaurant-level operating income                     | \$ 123,583         | \$ 90,663   |
| Restaurant-level operating margin                     | 20.5 %             | 18.5 %      |
| Total restaurant-level operating income adjustments   | —                  | —           |
| Adjusted restaurant-level operating income            | \$ 123,583         | \$ 90,663   |
| Adjusted restaurant-level operating margin            | 20.5 %             | 18.5 %      |

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Adjusted Restaurant-level Operating Margin Non-GAAP Reconciliations (continued)* - The following table presents the percentages of certain operating cost financial statement line items in relation to Restaurant sales for the periods indicated:

|                                   | FISCAL YEAR |              |          |              |
|-----------------------------------|-------------|--------------|----------|--------------|
|                                   | 2023        |              | 2022     |              |
|                                   | REPORTED    | ADJUSTED (1) | REPORTED | ADJUSTED (1) |
| Restaurant sales                  | 100.0 %     | 100.0 %      | 100.0 %  | 100.0 %      |
| Food and beverage                 | 30.6 %      | 30.6 %       | 31.8 %   | 31.8 %       |
| Labor and other related           | 28.8 %      | 28.7 %       | 28.2 %   | 28.2 %       |
| Other restaurant operating        | 24.4 %      | 24.6 %       | 24.5 %   | 24.3 %       |
| Restaurant-level operating margin | 16.2 %      | 16.1 %       | 15.6 %   | 15.7 %       |

- (1) See the *Consolidated Restaurant-level Operating Income and Adjusted Restaurant-level Operating Income and Corresponding Margins Non-GAAP Reconciliations* table above for details regarding restaurant-level operating margin adjustments. For 2023, restaurant-level operating margin adjustments of \$1.9 million and (\$6.1) million were recorded within Labor and other related expense and Other restaurant operating expense, respectively. For 2022, all restaurant-level operating margin adjustments were recorded within Other restaurant operating expense.

*Adjusted Income from Operations Non-GAAP Reconciliations* - The following table reconciles Income from operations and the corresponding margin to adjusted income from operations and the corresponding margin for the periods indicated:

| (dollars in thousands)                                  | FISCAL YEAR |            |
|---------------------------------------------------------|-------------|------------|
|                                                         | 2023        | 2022       |
| Income from operations                                  | \$ 325,144  | \$ 330,421 |
| Operating income margin                                 | 7.0 %       | 7.5 %      |
| Adjustments:                                            |             |            |
| Total restaurant-level operating income adjustments (1) | (4,206)     | 5,900      |
| Asset impairments and closing costs (2)                 | 28,236      | —          |
| Other (3)                                               | 7,546       | —          |
| Total income from operations adjustments                | 31,576      | 5,900      |
| Adjusted income from operations                         | \$ 356,720  | \$ 336,321 |
| Adjusted operating income margin                        | 7.6 %       | 7.6 %      |

- (1) See the *Consolidated Restaurant-level Operating Income and Adjusted Restaurant-level Operating Income and Corresponding Margins Non-GAAP Reconciliations* table above for details regarding restaurant-level operating income adjustments.
- (2) Includes asset impairment, closure costs and severance in connection with the 2023 Closure Initiative. Also includes a lease termination gain, net of related asset impairment charges, of \$6.7 million related to the closure of one restaurant.
- (3) Primarily includes professional fees, severance and other costs not correlated to our core operating performance during the period.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Adjusted Net Income and Adjusted Diluted Earnings Per Share Non-GAAP Reconciliations* - The following table reconciles Net income attributable to Bloomin' Brands to adjusted net income and adjusted diluted earnings per share for the periods indicated:

| (in thousands, except per share data)                           | FISCAL YEAR |            |
|-----------------------------------------------------------------|-------------|------------|
|                                                                 | 2023        | 2022       |
| Net income attributable to Bloomin' Brands                      | \$ 247,386  | \$ 101,907 |
| Adjustments:                                                    |             |            |
| Income from operations adjustments (1)                          | 31,576      | 5,900      |
| Loss on extinguishment and modification of debt (2)             | —           | 107,630    |
| Loss on fair value adjustment of derivatives, net (2)           | —           | 17,685     |
| Total adjustments, before income taxes                          | 31,576      | 131,215    |
| Adjustment to provision for income taxes (3)                    | (10,801)    | (263)      |
| Net adjustments                                                 | 20,775      | 130,952    |
| Adjusted net income                                             | \$ 268,161  | \$ 232,859 |
| Diluted earnings per share                                      | \$ 2.56     | \$ 1.03    |
| Adjusted diluted earnings per share (4)                         | \$ 2.93     | \$ 2.52    |
| Diluted weighted average common shares outstanding              | 96,453      | 98,512     |
| Adjusted diluted weighted average common shares outstanding (4) | 91,386      | 92,423     |

- (1) See the *Adjusted Income from Operations Non-GAAP Reconciliations* table above for details regarding Income from operations adjustments.
- (2) Includes losses primarily in connection with the 2025 Notes Partial Repurchase, including settlements of the related convertible senior note hedges and warrants. See Note 13 - *Convertible Senior Notes* of the Notes to Consolidated Financial Statements for additional details.
- (3) Includes the tax effects of non-GAAP adjustments determined based on the nature of the underlying non-GAAP adjustments and their relevant jurisdictional tax rates for all periods presented. For 2023, also includes a \$2.9 million adjustment related to a Brazil federal income tax exemption on certain state value added tax benefits. For 2022, the primary difference between GAAP and adjusted effective income tax rates relates to certain non-deductible losses and other tax costs associated with the 2025 Notes Partial Repurchase.
- (4) Adjusted diluted weighted average common shares outstanding was calculated excluding the dilutive effect of 5,067 and 6,089 shares for 2023 and 2022, respectively, to be issued upon conversion of the 2025 Notes to satisfy the amount in excess of the principal since our convertible note hedge offsets the dilutive impact of the shares underlying the 2025 Notes.

*System-Wide Sales* - System-wide sales is a non-GAAP financial measure that includes sales of all restaurants operating under our brand names, whether we own them or not. Management uses this information to make decisions about future plans for the development of additional restaurants and new concepts, as well as evaluation of current operations. System-wide sales comprise sales of Company-owned and franchised restaurants. For a summary of sales of Company-owned restaurants, refer to Note 3 - *Revenue Recognition* of the Notes to Consolidated Financial Statements.

The following table provides a summary of sales of franchised restaurants for the periods indicated, which are not included in our consolidated financial results. Franchise sales within this table do not represent our sales and are

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

presented only as an indicator of changes in the restaurant system, which management believes is important information regarding the health of our restaurant concepts and in determining our royalties and/or service fees.

| (dollars in millions)            | FISCAL YEAR |        |
|----------------------------------|-------------|--------|
|                                  | 2023        | 2022   |
| U.S.                             |             |        |
| Outback Steakhouse               | \$ 514      | \$ 494 |
| Carrabba's Italian Grill         | 48          | 49     |
| Bonefish Grill                   | 10          | 11     |
| U.S. total                       | 572         | 554    |
| International                    |             |        |
| Outback Steakhouse - South Korea | 354         | 296    |
| Other (1)                        | 104         | 114    |
| International total              | 458         | 410    |
| Total franchise sales            | \$ 1,030    | \$ 964 |

(1) Includes franchise sales for off-premises only kitchens in South Korea.

## Liquidity and Capital Resources

### Cash and Cash Equivalents

As of December 31, 2023, we had \$111.5 million in cash and cash equivalents, of which \$36.3 million was held by foreign affiliates. The international jurisdictions in which we have significant cash do not have any known restrictions that would prohibit repatriation.

As of December 31, 2023, we had aggregate undistributed foreign earnings of approximately \$42.6 million that may be repatriated to the U.S. without additional material U.S. federal income tax. These amounts are not considered indefinitely reinvested in our foreign subsidiaries.

### Borrowing Capacity and Debt Service

*Credit Facilities* - Following is a summary of our outstanding credit facilities as of the dates indicated and principal payments and debt issuance during the periods indicated:

| (dollars in thousands)                      | SENIOR SECURED CREDIT FACILITY |                    |            |            | TOTAL CREDIT FACILITIES |
|---------------------------------------------|--------------------------------|--------------------|------------|------------|-------------------------|
|                                             | TERM LOAN A                    | REVOLVING FACILITY | 2025 NOTES | 2029 NOTES |                         |
| Balance as of December 26, 2021             | \$ 195,000                     | \$ 80,000          | \$ 230,000 | \$ 300,000 | \$ 805,000              |
| 2022 new debt                               | —                              | 1,239,500          | —          | —          | 1,239,500               |
| 2022 payments                               | (195,000)                      | (889,500)          | (125,000)  | —          | (1,209,500)             |
| Balance as of December 25, 2022             | —                              | 430,000            | 105,000    | 300,000    | 835,000                 |
| 2023 new debt                               | —                              | 1,079,000          | —          | —          | 1,079,000               |
| 2023 payments                               | —                              | (1,128,000)        | (214)      | —          | (1,128,214)             |
| Balance as of December 31, 2023             | \$ —                           | \$ 381,000         | \$ 104,786 | \$ 300,000 | \$ 785,786              |
| Interest rates, as of December 31, 2023 (1) |                                | 6.96 %             | 5.00 %     | 5.13 %     |                         |
| Principal maturity date                     |                                | April 2026         | May 2025   | April 2029 |                         |

(1) Interest rate for revolving credit facility represents the weighted average interest rate as of December 31, 2023.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

As of December 31, 2023, we had \$599.2 million in available unused borrowing capacity under our revolving credit facility, net of letters of credit of \$19.8 million.

*Credit Agreement* - On April 26, 2022, we and OSI entered into the First Amendment to the Second Amended and Restated Credit Agreement and Incremental Amendment (the "Amended Credit Agreement"), which included an increase of our existing revolving credit facility from \$800.0 million to \$1.0 billion and a transition from the one-month London Inter-Bank Offered Rate ("LIBOR") rate to the Secured Overnight Financing Rate ("SOFR") as the benchmark rate for purposes of calculating interest under the Senior Secured Credit Facility. At closing, an incremental \$192.5 million was drawn on the revolving credit facility to fully repay the outstanding balance of Term loan A. Our total indebtedness remained unchanged as a result of the Amended Credit Agreement. The transition to SOFR did not materially impact the interest rate applied to our borrowings.

Our Amended Credit Agreement contains various financial and non-financial covenants. A violation of these covenants could negatively impact our liquidity by restricting our ability to borrow under the revolving credit facility and cause an acceleration of the amounts due under the credit facilities.

See Note 12 - *Long-term Debt*, Net of the notes to Consolidated Financial Statements for additional details regarding the Amended Credit Agreement.

As of December 31, 2023 and December 25, 2022, we were in compliance with our debt covenants. We believe that we will remain in compliance with our debt covenants during the next 12 months and beyond.

*2025 Notes Partial Repurchase* - On May 25, 2022, we and certain holders (the "Noteholders") entered into exchange agreements in which the Noteholders agreed to exchange \$125.0 million in aggregate principal amount of the 2025 Notes for \$196.9 million in cash, plus accrued interest, and approximately 2.3 million shares of our common stock. In connection with the 2025 Notes Partial Repurchase, we entered into partial unwind agreements with certain financial institutions relating to a portion of the convertible note hedge transactions (the "Note Hedge Early Termination Agreements") and a portion of the Warrant Transactions (the "Warrant Early Termination Agreements") that were previously entered into by the Company in connection with the issuance of the 2025 Notes. Upon settlement, we received \$131.9 million for the Note Hedge Early Termination Agreements and paid \$114.8 million for the Warrant Early Termination Agreements.

See Note 13 - *Convertible Senior Notes* of the Notes to Consolidated Financial Statements for additional details regarding the 2025 Notes Partial Repurchase and related Note Hedge Early Termination Agreements and Warrant Early Termination Agreements.

#### Use of Cash

Cash flows generated from operating activities and availability under our revolving credit facility are our principal sources of liquidity, which we use for operating expenses, development of new restaurants, relocating or remodeling older restaurants, investments in technology, dividend payments and share repurchases.

We believe that our expected liquidity sources are adequate to fund debt service requirements, lease obligations, capital expenditures and working capital obligations during the 12 months following this filing. However, our ability to continue to meet these requirements and obligations will depend on, among other things, our ability to achieve anticipated levels of revenue and cash flow and our ability to manage costs and working capital successfully.

*Capital Expenditures* - We estimate that our capital expenditures will total approximately \$270 million to \$290 million in 2024. The amount of actual capital expenditures may be affected by general economic, financial, competitive, legislative and regulatory factors, among other things, including raw material constraints.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Brazil Judicial Deposit* - During the first half of 2024, we anticipate making a judicial deposit of approximately \$45.0 million to \$50.0 million in connection with our appeal of an unfavorable court ruling related to our ongoing litigation regarding our eligibility for tax exemptions under the Brazil tax legislation. The judicial deposit includes the disputed amounts through December 31, 2023 and will be recorded in Other assets, net, on our Consolidated Balance Sheet. We believe that we will more likely than not prevail in this appeal and accordingly, have not recorded any expense or liability for the disputed amounts.

See Note 20 - *Income Taxes* of the Notes to Consolidated Financial Statements for further information regarding the Brazil tax legislation and related litigation.

*Dividends and Share Repurchases* - During 2023 and 2022, we declared and paid quarterly cash dividends of \$0.24 and \$0.14 per share, respectively.

In February 2024, our Board declared a quarterly cash dividend of \$0.24 per share, payable on March 20, 2024. Future dividend payments are dependent on our earnings, financial condition, capital expenditure requirements, surplus and other factors that our Board considers relevant, as well as continued compliance with the financial covenants in our debt agreements.

Following is a summary of our share repurchase programs active during the periods presented as of December 31, 2023 (dollars in thousands):

| SHARE REPURCHASE PROGRAM        | BOARD APPROVAL DATE | AUTHORIZED | REPURCHASED | CANCELLED OR |           |
|---------------------------------|---------------------|------------|-------------|--------------|-----------|
|                                 |                     |            |             | EXPIRED      | REMAINING |
| 2022                            | February 8, 2022    | \$ 125,000 | \$ 125,000  | \$ —         | \$ —      |
| 2023 (1)                        | February 7, 2023    | \$ 125,000 | 54,999      | \$ —         | \$ 70,001 |
| Total share repurchase programs |                     |            | \$ 179,999  |              |           |

(1) Subsequent to December 31, 2023, we repurchased \$12.5 million of our common stock authorized under the 2023 Share Repurchase Program under a Rule 10b5-1 plan.

In February 2024, our Board canceled the remaining \$57.5 million of authorization under the 2023 Share Repurchase Program and approved a new \$350.0 million authorization. The 2024 Share Repurchase Program includes capacity above our normal share repurchases activity to provide flexibility in retiring our 2025 Notes at or prior to their May 2025 maturity. The 2024 Share Repurchase Program will expire on August 13, 2025.

The following table presents our dividends and share repurchases for the periods indicated:

| (dollars in thousands) | DIVIDENDS PAID | SHARE REPURCHASES |            |
|------------------------|----------------|-------------------|------------|
|                        |                | (1)               | TOTAL      |
| Fiscal year 2023       | \$ 83,742      | \$ 70,000         | \$ 153,742 |
| Fiscal year 2022       | 49,736         | 109,999           | 159,735    |
| Total                  | \$ 133,478     | \$ 179,999        | \$ 313,477 |

(1) Excludes \$0.1 million of excise tax on share repurchases for fiscal year 2023.

Our ability to pay dividends and make share repurchases is dependent on our ability to obtain funds from our subsidiaries, continued compliance with the financial covenants in our debt agreements and the existence of surplus, as well as our earnings, financial condition, capital expenditure requirements and other factors that our Board deems relevant.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Material Cash Requirements* - The following table presents current and long-term material cash requirements as of December 31, 2023:

| (dollars in thousands)   | PAYMENTS DUE BY PERIOD |                     |                   |                   |                      |
|--------------------------|------------------------|---------------------|-------------------|-------------------|----------------------|
|                          | TOTAL                  | LESS THAN<br>1 YEAR | 1-3<br>YEARS      | 3-5<br>YEARS      | MORE THAN<br>5 YEARS |
| Operating leases (1)     | \$ 1,343,420           | \$ 183,370          | \$ 341,252        | \$ 259,118        | \$ 559,680           |
| Long-term debt:          |                        |                     |                   |                   |                      |
| Principal (2)            | 785,786                | —                   | 485,786           | —                 | 300,000              |
| Interest (3)             | 151,624                | 47,735              | 68,655            | 30,750            | 4,484                |
| Purchase obligations (4) | 196,809                | 186,992             | 9,488             | 329               | —                    |
| Other obligations (5)    | 57,111                 | 9,595               | 7,091             | 3,611             | 36,814               |
| Total                    | <u>\$ 2,534,750</u>    | <u>\$ 427,692</u>   | <u>\$ 912,272</u> | <u>\$ 293,808</u> | <u>\$ 900,978</u>    |

- (1) Amounts represent undiscounted future minimum rental commitments under non-cancelable operating leases. Excludes \$945.4 million related to operating lease renewal options that are reasonably certain of exercise.
- (2) Includes Senior Secured Credit Facility, 2029 Notes and 2025 Notes. Amounts are not reduced by unamortized debt issuance costs totaling \$5.1 million.
- (3) Projected future interest payments on long-term debt are based on interest rates in effect as of December 31, 2023.
- (4) Purchase obligations include agreements to purchase goods or services that are enforceable, legally binding and specify all significant terms, including fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the transaction. We have purchase obligations with various vendors that consist primarily of inventory, fixtures and equipment and technology.
- (5) Includes other long-term liabilities, primarily consisting of deferred compensation obligations, deposits, undiscounted finance leases and other accrued obligations. Unrecognized tax benefits are excluded from this table since it is not possible to estimate when these future payments may occur.

**Summary of Cash Flows and Financial Condition**

*Cash Flows* - The following table presents a summary of our cash flows provided by (used in) operating, investing and financing activities for the periods indicated:

| (dollars in thousands)                                                | FISCAL YEAR      |                   |
|-----------------------------------------------------------------------|------------------|-------------------|
|                                                                       | 2023             | 2022              |
| Net cash provided by operating activities                             | \$ 532,421       | \$ 390,922        |
| Net cash used in investing activities                                 | (317,106)        | (201,138)         |
| Net cash used in financing activities                                 | (187,125)        | (195,501)         |
| Effect of exchange rate changes on cash and cash equivalents          | 1,448            | 1,395             |
| Net increase (decrease) in cash, cash equivalents and restricted cash | <u>\$ 29,638</u> | <u>\$ (4,322)</u> |

*Operating activities* - The increase in net cash provided by operating activities during 2023 as compared to 2022 was primarily due to: (i) higher operational receipts, net of payments, (ii) decreased employee compensation payments and (iii) lower tax payments. These increases were partially offset by higher rent and interest payments.

*Investing activities* - The increase in net cash used in investing activities during 2023 as compared to 2022 was primarily due to higher capital expenditures and a decrease in cash withdrawn from Company-owned life insurance policies.

*Financing activities* - The decrease in net cash used in financing activities during 2023 as compared to 2022 was primarily due to: (i) a decrease in repurchases of common stock, (ii) higher net proceeds from share-based compensation and (iii) partner equity plan payments during 2022. These decreases were partially offset by higher payments of cash dividends on our common stock and increased repayments on our debt.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Financial Condition* - Following is a summary of our current assets, current liabilities and working capital (deficit) as of the periods indicated:

| (dollars in thousands)    | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|---------------------------|-------------------|-------------------|
| Current assets            | \$ 343,314        | \$ 346,577        |
| Current liabilities       | 1,002,335         | 978,867           |
| Working capital (deficit) | \$ (659,021)      | \$ (632,290)      |

Working capital (deficit) includes: (i) Unearned revenue primarily from unredeemed gift cards of \$381.9 million and \$394.2 million as of December 31, 2023 and December 25, 2022, respectively, and (ii) current operating lease liabilities of \$175.4 million and \$183.5 million as of December 31, 2023 and December 25, 2022, respectively, with the corresponding operating right-of-use assets recorded as non-current on our Consolidated Balance Sheets. We have, and in the future may continue to have, negative working capital balances (as is common for many restaurant companies). We operate successfully with negative working capital because cash collected on restaurant sales is typically received before payment is due on our current liabilities, and our inventory turnover rates require relatively low investment in inventories. Additionally, ongoing cash flows from restaurant operations and gift card sales are typically used to service debt obligations and to make capital expenditures.

### **Critical Accounting Policies and Estimates**

Our discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these accompanying consolidated financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities during the reporting period. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. We consider an accounting estimate to be critical if it requires assumptions to be made and changes in these assumptions could have a material impact on our consolidated financial condition or results of operations.

*Impairment or Disposal of Long-Lived Assets* - Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. The evaluation is performed at the lowest level of identifiable cash flows independent of other assets. For long-lived assets deployed at our restaurants, we review for impairment at the individual restaurant level.

When evaluating for impairment, the total future undiscounted cash flows expected to be generated by the assets are compared to the carrying amount. If the total future undiscounted cash flows expected to be generated by the assets are less than the carrying amount, this may be an indicator of impairment. An impairment loss is recognized in earnings when the asset's carrying value exceeds its estimated fair value. Fair value is generally estimated using a discounted cash flow model. The key estimates and assumptions used in this model are future cash flow estimates, with material changes generally driven by changes in expected use, and the discount rate. These estimates are subjective and our ability to realize future cash flows and asset fair values is affected by factors such as ongoing maintenance and improvement of the assets, changes in economic conditions and changes in our operating performance. Historically, the change in useful lives of our assets as a result of planned closures or the decision not to renew leases has been a key factor in the impairment we have recognized.

Based on a review of operating results for each of our restaurants, given the current operating environment, the amount of net book value associated with lower performing restaurants that would be deemed at risk for impairment is not material to our consolidated financial statements.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

*Goodwill and Indefinite-Lived Intangible Assets* - Goodwill and indefinite-lived intangible assets are not subject to amortization and are tested for impairment annually in the second fiscal quarter, or whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

We may elect to perform a qualitative assessment to determine whether it is more likely than not that a reporting unit is impaired. In considering the qualitative approach, we evaluate factors including, but not limited to, macroeconomic conditions, market and industry conditions, commodity cost fluctuations, competitive environment, share price performance, results of prior impairment tests, operational stability and the overall financial performance of the reporting units. Any adverse change in these factors could have a significant impact on the recoverability of assets and could have a material impact on our consolidated financial statements.

If the qualitative assessment is not performed or if we determine that it is not more likely than not that the fair value of the reporting unit exceeds the carrying value, a quantitative approach, using the fair value of the reporting unit, is calculated. Fair value of a reporting unit is the price a willing buyer would pay for the reporting unit and is estimated by utilizing a weighted average of the income approach, using a discounted cash flow model, and, when appropriate, the market approach including the guideline public company method and guideline transaction method. The key estimates and assumptions used in this assessment are future cash flow estimates, which are heavily influenced by revenue growth rates, operating margins and capital expenditures. These estimates are subjective, and our ability to achieve the forecasted cash flows used in our fair value calculations is affected by factors such as the success of strategic initiatives, changes in economic conditions and discount rates, changes in our operating performance and changes in our business strategies.

We estimate the fair value of trade names using the relief-from-royalty method, which requires assumptions related to projected sales for each reporting unit, assumed market royalty rates applicable to the trade names, and discount rates.

The carrying value of the reporting unit or trade name is compared to its estimated fair value, with any excess of carrying value over fair value deemed to be an impairment.

The carrying value of goodwill and trade names as of December 31, 2023 was \$276.3 million and \$414.7 million, respectively. We performed our annual impairment test in the second quarter of 2023 by utilizing the quantitative approach and determined that the excess of fair value over carrying value of our reporting units was substantial.

Sales declines at our restaurants, unplanned increases in commodity or labor costs, deterioration in overall economic conditions and challenges in the restaurant industry may result in future impairment charges. It is possible that changes in circumstances or changes in our judgments, assumptions and estimates could result in impairment of a portion or all of our goodwill or other intangible assets.

*Leases* - We use judgment at lease inception to determine the reasonably certain lease term, which in turn, impacts the applicable incremental borrowing rate ("IBR") used to calculate the initial lease liability for each portfolio of leases. Other assumptions used in determining our incremental borrowing rate include our implied credit rating and an estimate of secured borrowing rates based on comparable market data. We determined the present value of the lease liabilities by using a country specific IBR and applying a single rate to the respective portfolio of leases based on term, regardless of the underlying asset type.

The reasonably certain lease term used in the evaluation of new leases includes renewal option periods only in instances in which the exercise of the renewal option is reasonably certain because failure to exercise such an option would result in an economic penalty. Such an economic penalty would typically result from having to abandon a building or equipment with remaining economic value upon vacating a property.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

At the inception of each lease, we evaluate the property and the lease to determine whether the lease is an operating lease or a finance lease. This lease accounting evaluation may require significant judgment in determining the fair value and useful life of the leased property and the appropriate reasonably certain lease term. Determination of the reasonably certain lease term impacts the period in which buildings are depreciated. These judgments may produce materially different amounts of rent and depreciation expense in a given reporting period than would be reported if different assumed lease terms were used.

*Insurance Reserves* - We carry insurance programs with specific retention levels or high per-claim deductibles for a significant portion of expected losses under our workers' compensation, general or liquor liability, health, property and management liability insurance programs. For some programs, we maintain stop-loss coverage to limit the exposure relating to certain risks.

We record a liability for all unresolved and incurred but not reported claims at the anticipated cost below our specified retention levels or per-claim deductible amounts. Our liability for insurance claims was \$45.9 million and \$49.1 million as of December 31, 2023 and December 25, 2022, respectively. In establishing our reserves, we consider certain actuarial assumptions and judgments regarding economic conditions, and the frequency and severity of claims. The establishment of the reserves utilizing such estimates and assumptions is in part based on the premise that historical claims experience is indicative of current or future expected activity, which could differ significantly. Reserves recorded for workers' compensation and general or liquor liability claims are discounted using the average of the one-year and five-year risk-free rate of monetary assets that have comparable maturities.

If actual results are not consistent with our estimates or assumptions, we may be exposed to losses or gains that could be material. A 50 basis point change in the discount rate in our insurance claim liabilities as of December 31, 2023, would have affected net earnings by \$0.5 million in 2023.

*Income Taxes* - Deferred tax assets and liabilities are recognized based on the differences between the financial statement carrying amounts of assets and liabilities and their respective tax basis. Deferred tax assets and liabilities are measured using the tax rates, based on certain judgments regarding enacted tax laws and published guidance, in effect in the years in which we expect those temporary differences to reverse. As of December 31, 2023, tax loss carryforwards and credit carryforwards that do not have a valuation allowance are expected to be recoverable within the applicable statutory expiration periods. We currently expect to utilize general business tax credit carryforwards within a 10-year period. However, our ability to utilize these tax credits could be adversely impacted by, among other items, a future "ownership change" as defined under Section 382 of the Internal Revenue Code. A valuation allowance is established against the deferred tax assets when it is more likely than not that some portion or all of the deferred taxes may not be realized. Changes in assumptions regarding our level and composition of earnings, tax laws or the deferred tax valuation allowance and the results of tax audits and litigation, may materially impact the effective income tax rate.

While we consider all of our tax positions to be fully supportable, our income tax returns, like those of most companies, are periodically audited by U.S. and foreign tax authorities. In determining taxable income, income or loss before taxes is adjusted for differences between local tax laws and generally accepted accounting principles. A tax benefit from an uncertain position is recognized only if it is more likely than not that the position is sustainable based on its technical merits. For uncertain tax positions that do not meet this threshold, we recognize a liability. The liability for unrecognized tax benefits requires significant management judgment regarding exposures about our various tax positions. These assumptions and probabilities are reviewed and updated based upon new information. An unfavorable tax settlement could require the use of cash and an increase in the amount of income tax expense we recognize. As of December 31, 2023, we had \$16.7 million of unrecognized tax benefits, including accrued interest and penalties, that if recognized, would impact our effective income tax rate.

**BLOOMIN' BRANDS, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS OF**  
**FINANCIAL CONDITION AND RESULTS OF OPERATIONS - Continued**

**Recently Issued Financial Accounting Standards**

For a description of recently issued Financial Accounting Standards that we adopted in 2023 and, that are applicable to us and likely to have material effect on our consolidated financial statements, but have not yet been adopted, see Note 2 - *Summary of Significant Accounting Policies* of the Notes to Consolidated Financial Statements.

**Item 7A. Quantitative and Qualitative Disclosures about Market Risk**

We are exposed to market risk from changes in commodity prices, labor inflation, interest rates and foreign currency exchange rates.

**Commodity Pricing Risk**

Many of the ingredients used in the products sold in our restaurants are commodities that are subject to unpredictable price volatility. Although we attempt to minimize the effect of price volatility by negotiating fixed price contracts for the supply of key ingredients, there are no established fixed price markets for certain commodities such as produce and wild fish, and we are subject to prevailing market conditions when purchasing those types of commodities. Other commodities are purchased based upon negotiated price ranges established with vendors with reference to the fluctuating market prices. The related agreements may contain contractual features that limit the price paid by establishing certain price floors and caps. As of December 31, 2023, approximately 70% of our estimated 2024 annual food purchases are covered by fixed contracts, most of which are scheduled to expire during 2024.

During 2023, we experienced 4.3% commodity inflation in the U.S. and anticipate 3% to 4% commodity inflation for 2024. Extreme changes in commodity prices or long-term changes could affect our financial results adversely. Currently we do not use financial instruments to hedge our commodity risk.

In addition to the market risks identified above, we are subject to business risk as our U.S. beef and Brazil pork supplies are highly dependent upon a limited number of vendors. If these vendors were unable to fulfill their obligations under their contracts, we could encounter supply shortages and incur higher costs to secure adequate supplies. See Note 21 - *Commitments and Contingencies* of the Notes to Consolidated Financial Statements for further details.

**Labor Inflation**

Our restaurant operations are subject to federal and state minimum wage and other laws governing such matters as working conditions, overtime and tip credits. A significant number of our restaurant team members are paid at rates related to the federal and/or state minimum wage and, accordingly, increases in the minimum wage increase our labor costs. During 2023, we experienced 5.3% labor cost inflation in the U.S.

**Interest Rate Risk**

Our interest rate risk management objective is to limit the impact of interest rate changes on earnings and cash flows by targeting an appropriate mix of variable and fixed-rate debt. We manage our exposure to market risk through regular operating and financing activities, using a combination of fixed-rate and variable-rate debt, and when deemed appropriate, through the use of derivative financial instruments. The amount of variable-rate debt fluctuates during the year based on our working capital requirements. As of December 31, 2023, our interest rate risk was primarily from variable interest rate changes on our revolving credit facility, which had an outstanding balance of \$381.0 million.

We periodically evaluate financial instruments to hedge our exposure to variable interest rates. We use derivative financial instruments as risk management tools and not for speculative purposes. To manage the risk of fluctuations in variable interest rate debt, we have interest rate swaps with an aggregate notional amount of \$200.0 million, with \$100.0 million maturing on December 31, 2024 and \$100.0 million maturing on December 31, 2025. See Note 16 - *Derivative Instruments and Hedging Activities* of the Notes to Consolidated Financial Statements for further information.

**BLOOMIN' BRANDS, INC.**

We utilize valuation models to estimate the effects of changing interest rates. The following table summarizes the changes to fair value and interest expense under a shock scenario. This analysis assumes that interest rates change suddenly, as an interest rate “shock”, and continue to increase or decrease at a consistent level above or below the SOFR curve.

| (dollars in thousands)                        | DECEMBER 31, 2023 |            |
|-----------------------------------------------|-------------------|------------|
|                                               | INCREASE          | DECREASE   |
| <b>Change in fair value (1):</b>              |                   |            |
| Interest rate swap                            | \$ 5,230          | \$ (5,427) |
| <b>Change in annual interest expense (1):</b> |                   |            |
| Variable rate debt                            | \$ 3,620          | \$ (3,620) |

(1) The potential change from a hypothetical 200 basis point increase (decrease) in short-term interest rates.

**Foreign Currency Exchange Rate Risk**

We are subject to foreign currency exchange risk for our restaurants operating in foreign countries. Our exposure to foreign currency exchange risk is primarily related to fluctuations in the Brazilian Real relative to the U.S. dollar. Our operations in other markets consist of Company-owned restaurants on a smaller scale than Brazil. If foreign currency exchange rates depreciate in the countries in which we operate, we may experience declines in our operating results. Currently, we do not use financial instruments to hedge foreign currency exchange rate changes.

For 2023, 13.2% of our revenue was generated in foreign currencies. A 10% change in average foreign currency rates against the U.S. dollar would have increased or decreased our Total revenues and Net income for our foreign entities by \$67.0 million and \$8.5 million, respectively.

This market risk discussion contains forward-looking statements. Actual results may differ materially from the discussion based upon general market conditions and changes in U.S. and global financial markets.

**Item 8. Financial Statements and Supplementary Data****INDEX TO FINANCIAL INFORMATION**

|                                                                                                                           | <u>PAGE NO.</u>    |
|---------------------------------------------------------------------------------------------------------------------------|--------------------|
| <a href="#">Management's Annual Report on Internal Control over Financial Reporting</a>                                   | <a href="#">60</a> |
| <a href="#">Report of Independent Registered Public Accounting Firm</a> (PCAOB ID 238 )                                   | <a href="#">61</a> |
| <a href="#">Consolidated Balance Sheets — December 31, 2023 and December 25, 2022</a>                                     | <a href="#">64</a> |
| <a href="#">Consolidated Statements of Operations and Comprehensive Income —<br/>For Fiscal Years 2023, 2022 and 2021</a> | <a href="#">65</a> |
| <a href="#">Consolidated Statements of Changes in Stockholders' Equity —<br/>For Fiscal Years 2023, 2022 and 2021</a>     | <a href="#">66</a> |
| <a href="#">Consolidated Statements of Cash Flows —<br/>For Fiscal Years 2023, 2022 and 2021</a>                          | <a href="#">68</a> |
| <a href="#">Notes to Consolidated Financial Statements</a>                                                                | <a href="#">70</a> |

**Management's Annual Report on Internal Control over Financial Reporting**

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). The Company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements prepared for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, we carried out an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2023 using the criteria described in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) ("COSO"). Based upon our evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2023.

The effectiveness of our internal control over financial reporting as of December 31, 2023 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which is included herein.

**BLOOMIN' BRANDS, INC.****Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Stockholders of Bloomin' Brands, Inc.

***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of Bloomin' Brands, Inc. and its subsidiaries (the "Company") as of December 31, 2023 and December 25, 2022, and the related consolidated statements of operations and comprehensive income, of changes in stockholders' equity and of cash flows for each of the three years in the period ended December 31, 2023, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and December 25, 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

***Change in Accounting Principle***

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for convertible instruments and contracts in an entity's own equity in 2021.

***Basis for Opinions***

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

***Definition and Limitations of Internal Control over Financial Reporting***

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

***Critical Audit Matters***

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

***Valuation of Insurance Reserves***

As described in Notes 2 and 21 to the consolidated financial statements, the Company's consolidated discounted insurance reserves balance was \$45.9 million as of December 31, 2023. The Company carries insurance programs with specific retention levels or high per-claim deductibles for a significant portion of expected losses under its workers' compensation, general or liquor liability, health, property and management liability insurance programs. The Company records a liability for all unresolved claims and for an estimate of incurred but not reported claims at the anticipated cost that falls below its specified retention levels or per-claim deductible amounts. In establishing reserves, management considers certain actuarial assumptions and judgments regarding economic conditions and the frequency and severity of claims. Reserves recorded for workers' compensation and general liability claims are discounted using the average of the one-year and five-year risk-free rate of monetary assets that have comparable maturities.

The principal considerations for our determination that performing procedures relating to the valuation of insurance reserves is a critical audit matter are (i) the significant judgment by management when developing the estimated reserves, which in turn led to (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating the actuarial assumptions related to economic conditions and the frequency and severity of claims, and (iii) the audit effort included the involvement of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the valuation of insurance reserves. These procedures also included, among others, (i) evaluating management's process for developing the insurance reserves, (ii) evaluating the appropriateness of management's actuarial methods used, (iii) evaluating the reasonableness of the actuarial assumptions related to economic conditions and the frequency and severity of claims, and (iv) testing the completeness and accuracy of underlying

**BLOOMIN' BRANDS, INC.**

data used in the valuation. Evaluating the actuarial assumptions related to economic conditions and the frequency and severity of claims involved evaluating whether the assumptions were reasonable considering inflation and the environment, and whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in evaluating the appropriateness of management's actuarial methods used in determining the insurance reserves and evaluating the reasonableness of assumptions related to economic conditions.

/s/ PricewaterhouseCoopers LLP

Tampa, Florida  
February 28, 2024

We have served as the Company's auditor since 1998.

**BLOOMIN' BRANDS, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)

|                                                                                                                                                                                     | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| <b>ASSETS</b>                                                                                                                                                                       |                   |                   |
| Current assets                                                                                                                                                                      |                   |                   |
| Cash and cash equivalents                                                                                                                                                           | \$ 111,519        | \$ 84,735         |
| Restricted cash and cash equivalents                                                                                                                                                | 2,854             | —                 |
| Inventories                                                                                                                                                                         | 75,939            | 78,124            |
| Other current assets, net                                                                                                                                                           | 153,002           | 183,718           |
| Total current assets                                                                                                                                                                | 343,314           | 346,577           |
| Property, fixtures and equipment, net                                                                                                                                               | 1,031,922         | 914,142           |
| Operating lease right-of-use assets                                                                                                                                                 | 1,084,951         | 1,103,083         |
| Goodwill                                                                                                                                                                            | 276,317           | 273,032           |
| Intangible assets, net                                                                                                                                                              | 442,985           | 448,326           |
| Deferred income tax assets, net                                                                                                                                                     | 159,405           | 153,118           |
| Other assets, net                                                                                                                                                                   | 85,187            | 82,147            |
| Total assets                                                                                                                                                                        | \$ 3,424,081      | \$ 3,320,425      |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>                                                                                                                                         |                   |                   |
| Current liabilities                                                                                                                                                                 |                   |                   |
| Accounts payable                                                                                                                                                                    | \$ 189,202        | \$ 183,715        |
| Current operating lease liabilities                                                                                                                                                 | 175,442           | 183,510           |
| Accrued and other current liabilities                                                                                                                                               | 255,814           | 217,427           |
| Unearned revenue                                                                                                                                                                    | 381,877           | 394,215           |
| Total current liabilities                                                                                                                                                           | 1,002,335         | 978,867           |
| Non-current operating lease liabilities                                                                                                                                             | 1,131,639         | 1,148,607         |
| Long-term debt, net                                                                                                                                                                 | 780,719           | 828,507           |
| Other long-term liabilities, net                                                                                                                                                    | 97,385            | 90,535            |
| Total liabilities                                                                                                                                                                   | 3,012,078         | 3,046,516         |
| Commitments and contingencies (Note 21)                                                                                                                                             |                   |                   |
| Stockholders' equity                                                                                                                                                                |                   |                   |
| Bloomin' Brands stockholders' equity                                                                                                                                                |                   |                   |
| Preferred stock, \$ 0.01 par value, 25,000,000 shares authorized; no shares issued and outstanding as of December 31, 2023 and December 25, 2022                                    | —                 | —                 |
| Common stock, \$ 0.01 par value, 475,000,000 shares authorized; 86,968,536 and 87,696,200 shares issued and outstanding as of December 31, 2023 and December 25, 2022, respectively | 870               | 877               |
| Additional paid-in capital                                                                                                                                                          | 1,115,387         | 1,161,912         |
| Accumulated deficit                                                                                                                                                                 | ( 528,831 )       | ( 706,109 )       |
| Accumulated other comprehensive loss                                                                                                                                                | ( 178,304 )       | ( 185,311 )       |
| Total Bloomin' Brands stockholders' equity                                                                                                                                          | 409,122           | 271,369           |
| Noncontrolling interests                                                                                                                                                            | 2,881             | 2,540             |
| Total stockholders' equity                                                                                                                                                          | 412,003           | 273,909           |
| Total liabilities and stockholders' equity                                                                                                                                          | \$ 3,424,081      | \$ 3,320,425      |

The accompanying notes are an integral part of these consolidated financial statements.

**BLOOMIN' BRANDS, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME**  
(IN THOUSANDS, EXCEPT PER SHARE DATA)

|                                                                                                | FISCAL YEAR  |              |              |
|------------------------------------------------------------------------------------------------|--------------|--------------|--------------|
|                                                                                                | 2023         | 2022         | 2021         |
| Revenues                                                                                       |              |              |              |
| Restaurant sales                                                                               | \$ 4,607,408 | \$ 4,352,695 | \$ 4,061,093 |
| Franchise and other revenues                                                                   | 64,062       | 63,813       | 61,292       |
| Total revenues                                                                                 | 4,671,470    | 4,416,508    | 4,122,385    |
| Costs and expenses                                                                             |              |              |              |
| Food and beverage                                                                              | 1,409,649    | 1,383,632    | 1,229,689    |
| Labor and other related                                                                        | 1,325,339    | 1,226,460    | 1,154,623    |
| Other restaurant operating                                                                     | 1,126,123    | 1,065,662    | 1,006,371    |
| Depreciation and amortization                                                                  | 191,171      | 169,617      | 163,391      |
| General and administrative                                                                     | 260,470      | 234,752      | 245,616      |
| Provision for impaired assets and restaurant closings                                          | 33,574       | 5,964        | 13,737       |
| Total costs and expenses                                                                       | 4,346,326    | 4,086,087    | 3,813,427    |
| Income from operations                                                                         | 325,144      | 330,421      | 308,958      |
| Loss on extinguishment and modification of debt                                                | —            | ( 107,630 )  | ( 2,073 )    |
| Loss on fair value adjustment of derivatives, net                                              | —            | ( 17,685 )   | —            |
| Interest expense, net                                                                          | ( 52,169 )   | ( 53,199 )   | ( 57,588 )   |
| Income before provision for income taxes                                                       | 272,975      | 151,907      | 249,297      |
| Provision for income taxes                                                                     | 18,561       | 42,704       | 26,384       |
| Net income                                                                                     | 254,414      | 109,203      | 222,913      |
| Less: net income attributable to noncontrolling interests                                      | 7,028        | 7,296        | 7,358        |
| Net income attributable to Bloomin' Brands                                                     | \$ 247,386   | \$ 101,907   | \$ 215,555   |
| Net income                                                                                     | \$ 254,414   | \$ 109,203   | \$ 222,913   |
| Other comprehensive income:                                                                    |              |              |              |
| Foreign currency translation adjustment                                                        | 7,622        | 10,169       | ( 6,597 )    |
| Net (loss) gain on derivatives, including the impact of terminated swap agreements, net of tax | ( 615 )      | 10,509       | 12,054       |
| Comprehensive income                                                                           | 261,421      | 129,881      | 228,370      |
| Less: comprehensive income attributable to noncontrolling interests                            | 7,028        | 7,296        | 7,358        |
| Comprehensive income attributable to Bloomin' Brands                                           | \$ 254,393   | \$ 122,585   | \$ 221,012   |
| Earnings per share:                                                                            |              |              |              |
| Basic                                                                                          | \$ 2.84      | \$ 1.15      | \$ 2.42      |
| Diluted                                                                                        | \$ 2.56      | \$ 1.03      | \$ 2.00      |
| Weighted average common shares outstanding:                                                    |              |              |              |
| Basic                                                                                          | 87,230       | 88,846       | 88,981       |
| Diluted                                                                                        | 96,453       | 98,512       | 107,803      |
| Cash dividends declared per common share                                                       | \$ 0.96      | \$ 0.56      | \$ —         |

The accompanying notes are an integral part of these consolidated financial statements.

**BLOOMIN' BRANDS, INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
(IN THOUSANDS, EXCEPT PER SHARE DATA)

|                                                                            | BLOOMIN' BRANDS |        |                               |                             |                                               |                              |             |
|----------------------------------------------------------------------------|-----------------|--------|-------------------------------|-----------------------------|-----------------------------------------------|------------------------------|-------------|
|                                                                            | COMMON STOCK    |        | ADDITIONAL<br>PAID-IN CAPITAL | ACCUM-<br>ULATED<br>DEFICIT | ACCUMULATED<br>OTHER<br>COMPREHENSIVE<br>LOSS | NON-CONTROLLING<br>INTERESTS | TOTAL       |
|                                                                            | SHARES          | AMOUNT |                               |                             |                                               |                              |             |
| Balance,<br>December 27, 2020                                              | 87,856          | \$ 879 | \$ 1,132,808                  | \$ ( 918,096 )              | \$ ( 211,446 )                                | \$ 6,812                     | \$ 10,957   |
| Cumulative-effect from a change in<br>accounting principle, net of tax     | —               | —      | ( 47,323 )                    | 4,370                       | —                                             | —                            | ( 42,953 )  |
| Net income                                                                 | —               | —      | —                             | 215,555                     | —                                             | 7,358                        | 222,913     |
| Other comprehensive income, net of<br>tax                                  | —               | —      | —                             | —                           | 5,457                                         | —                            | 5,457       |
| Stock-based compensation                                                   | —               | —      | 24,405                        | —                           | —                                             | —                            | 24,405      |
| Common stock issued under stock<br>plans (1)                               | 1,397           | 14     | 9,836                         | —                           | —                                             | —                            | 9,850       |
| Purchase of noncontrolling interests                                       | —               | —      | 2                             | —                           | —                                             | ( 5 )                        | ( 3 )       |
| Distributions to noncontrolling<br>interests                               | —               | —      | —                             | —                           | —                                             | ( 9,123 )                    | ( 9,123 )   |
| Contributions from noncontrolling<br>interests                             | —               | —      | —                             | —                           | —                                             | 1,347                        | 1,347       |
| Balance,<br>December 26, 2021                                              | 89,253          | \$ 893 | \$ 1,119,728                  | \$ ( 698,171 )              | \$ ( 205,989 )                                | \$ 6,389                     | \$ 222,850  |
| Net income                                                                 | —               | —      | —                             | 101,907                     | —                                             | 7,296                        | 109,203     |
| Other comprehensive income, net of<br>tax                                  | —               | —      | —                             | 100                         | 20,678                                        | —                            | 20,778      |
| Cash dividends declared, \$ 0.56 per<br>common share                       | —               | —      | ( 49,736 )                    | —                           | —                                             | —                            | ( 49,736 )  |
| Repurchase and retirement of<br>common stock                               | ( 5,429 )       | ( 54 ) | —                             | ( 109,945 )                 | —                                             | —                            | ( 109,999 ) |
| Stock-based compensation                                                   | —               | —      | 16,514                        | —                           | —                                             | —                            | 16,514      |
| Common stock issued under stock<br>plans (1)                               | 1,559           | 15     | 12,940                        | —                           | —                                             | —                            | 12,955      |
| Purchase of noncontrolling interests,<br>net of tax of \$ 489              | —               | —      | ( 1,415 )                     | —                           | —                                             | ( 3,400 )                    | ( 4,815 )   |
| Distributions to noncontrolling<br>interests                               | —               | —      | —                             | —                           | —                                             | ( 9,127 )                    | ( 9,127 )   |
| Contributions from noncontrolling<br>interests                             | —               | —      | —                             | —                           | —                                             | 1,382                        | 1,382       |
| Retirement of convertible senior note<br>hedges                            | —               | —      | 112,956                       | —                           | —                                             | —                            | 112,956     |
| Retirement of warrants                                                     | —               | —      | ( 97,617 )                    | —                           | —                                             | —                            | ( 97,617 )  |
| Issuance of common stock from<br>repurchase of convertible senior<br>notes | 2,313           | 23     | 48,542                        | —                           | —                                             | —                            | 48,565      |
| Balance,<br>December 25, 2022                                              | 87,696          | \$ 877 | \$ 1,161,912                  | \$ ( 706,109 )              | \$ ( 185,311 )                                | \$ 2,540                     | \$ 273,909  |

(CONTINUED...)

**BLOOMIN' BRANDS, INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
(IN THOUSANDS, EXCEPT PER SHARE DATA)

|                                                                                 | BLOOMIN' BRANDS |        |                               |                             |                                               |                              |            |
|---------------------------------------------------------------------------------|-----------------|--------|-------------------------------|-----------------------------|-----------------------------------------------|------------------------------|------------|
|                                                                                 | COMMON STOCK    |        | ADDITIONAL<br>PAID-IN CAPITAL | ACCUM-<br>ULATED<br>DEFICIT | ACCUMULATED<br>OTHER<br>COMPREHENSIVE<br>LOSS | NON-CONTROLLING<br>INTERESTS | TOTAL      |
|                                                                                 | SHARES          | AMOUNT |                               |                             |                                               |                              |            |
| Balance,<br>December 25, 2022                                                   | 87,696          | \$ 877 | \$ 1,161,912                  | \$ ( 706,109 )              | \$ ( 185,311 )                                | \$ 2,540                     | \$ 273,909 |
| Net income                                                                      | —               | —      | —                             | 247,386                     | —                                             | 7,028                        | 254,414    |
| Other comprehensive income, net of<br>tax                                       | —               | —      | —                             | —                           | 7,007                                         | —                            | 7,007      |
| Cash dividends declared, \$ 0.96 per<br>common share                            | —               | —      | ( 83,742 )                    | —                           | —                                             | —                            | ( 83,742 ) |
| Repurchase and retirement of<br>common stock, including excise tax<br>of \$ 136 | ( 2,807 )       | ( 28 ) | —                             | ( 70,108 )                  | —                                             | —                            | ( 70,136 ) |
| Stock-based compensation                                                        | —               | —      | 11,911                        | —                           | —                                             | —                            | 11,911     |
| Common stock issued under stock<br>plans (1)                                    | 2,080           | 21     | 25,306                        | —                           | —                                             | —                            | 25,327     |
| Distributions to noncontrolling<br>interests                                    | —               | —      | —                             | —                           | —                                             | ( 8,684 )                    | ( 8,684 )  |
| Contributions from noncontrolling<br>interests                                  | —               | —      | —                             | —                           | —                                             | 1,997                        | 1,997      |
| Balance,<br>December 31, 2023                                                   | 86,969          | \$ 870 | \$ 1,115,387                  | \$ ( 528,831 )              | \$ ( 178,304 )                                | \$ 2,881                     | \$ 412,003 |

(1) Net of shares withheld for employee taxes.

The accompanying notes are an integral part of these consolidated financial statements.

**BLOOMIN' BRANDS, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(DOLLARS IN THOUSANDS)

|                                                                                   | FISCAL YEAR    |                |                |
|-----------------------------------------------------------------------------------|----------------|----------------|----------------|
|                                                                                   | 2023           | 2022           | 2021           |
| Cash flows provided by operating activities:                                      |                |                |                |
| Net income                                                                        | \$ 254,414     | \$ 109,203     | \$ 222,913     |
| Adjustments to reconcile Net income to cash provided by operating activities:     |                |                |                |
| Depreciation and amortization                                                     | 191,171        | 169,617        | 163,391        |
| Amortization of debt discounts and issuance costs                                 | 3,115          | 3,538          | 4,494          |
| Amortization of deferred gift card sales commissions                              | 23,695         | 24,091         | 26,012         |
| Provision for impaired assets and restaurant closings                             | 33,574         | 5,964          | 13,737         |
| Non-cash interest expense from terminated interest rate swaps                     | —              | 12,215         | 6,160          |
| Non-cash operating lease costs                                                    | 84,104         | 83,254         | 78,272         |
| (Benefit) provision for expected credit losses and contingent lease liabilities   | ( 864 )        | ( 1,117 )      | 946            |
| Stock-based compensation expense                                                  | 11,911         | 16,514         | 24,405         |
| Deferred income tax (benefit) expense                                             | ( 7,823 )      | 13,748         | ( 3,346 )      |
| Loss on extinguishment and modification of debt                                   | —              | 107,630        | 2,073          |
| Loss on fair value adjustment of derivatives, net                                 | —              | 17,685         | —              |
| Other, net                                                                        | ( 2,933 )      | 3,186          | ( 1,879 )      |
| Change in assets and liabilities:                                                 |                |                |                |
| Decrease (increase) in inventories                                                | 2,361          | 1,036          | ( 18,210 )     |
| Decrease (increase) in other current assets                                       | 9,572          | ( 40,370 )     | ( 58,397 )     |
| Increase in other assets                                                          | ( 1,177 )      | ( 6,670 )      | ( 2,073 )      |
| Decrease in operating right-of-use assets, net                                    | —              | 277            | 160            |
| Increase (decrease) in accounts payable and accrued and other current liabilities | 26,688         | ( 40,679 )     | 25,619         |
| (Decrease) increase in unearned revenue                                           | ( 12,401 )     | ( 4,638 )      | 17,225         |
| Decrease in operating lease liabilities                                           | ( 93,576 )     | ( 82,540 )     | ( 90,387 )     |
| Increase (decrease) in other long-term liabilities                                | 10,590         | ( 1,022 )      | ( 8,660 )      |
| Net cash provided by operating activities                                         | 532,421        | 390,922        | 402,455        |
| Cash flows used in investing activities:                                          |                |                |                |
| Proceeds from disposal of property, fixtures and equipment                        | 2,515          | 1,634          | 9,322          |
| Proceeds received from company-owned life insurance                               | 3,460          | 16,092         | 9,270          |
| Capital expenditures                                                              | ( 324,255 )    | ( 219,691 )    | ( 122,830 )    |
| Other investments, net                                                            | 1,174          | 827            | ( 507 )        |
| Net cash used in investing activities                                             | \$ ( 317,106 ) | \$ ( 201,138 ) | \$ ( 104,745 ) |

(CONTINUED...)

**BLOOMIN' BRANDS, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(DOLLARS IN THOUSANDS)

|                                                                                  | FISCAL YEAR   |             |             |
|----------------------------------------------------------------------------------|---------------|-------------|-------------|
|                                                                                  | 2023          | 2022        | 2021        |
| Cash flows used in financing activities:                                         |               |             |             |
| Proceeds from issuance of long-term debt                                         | \$ —          | \$ —        | \$ 200,000  |
| Repayments of long-term debt and finance lease obligations                       | ( 1,862 )     | ( 196,447 ) | ( 431,166 ) |
| Proceeds from borrowings on revolving credit facilities                          | 1,079,000     | 1,239,500   | 470,000     |
| Repayments of borrowings on revolving credit facilities                          | ( 1,128,000 ) | ( 889,500 ) | ( 837,000 ) |
| Financing fees                                                                   | —             | ( 1,205 )   | ( 5,868 )   |
| Proceeds from issuance of senior notes                                           | —             | —           | 300,000     |
| Issuance costs related to senior notes                                           | —             | —           | ( 5,546 )   |
| Principal settlements and repurchase of convertible senior notes                 | ( 214 )       | ( 196,919 ) | —           |
| Proceeds from retirement of convertible senior note hedges                       | —             | 131,869     | —           |
| Payments for retirement of warrants                                              | —             | ( 114,825 ) | —           |
| Proceeds from share-based compensation, net                                      | 25,327        | 12,955      | 9,850       |
| Distributions to noncontrolling interests                                        | ( 8,684 )     | ( 9,127 )   | ( 9,123 )   |
| Contributions from noncontrolling interests                                      | 1,997         | 1,382       | 1,347       |
| Purchase of noncontrolling interests                                             | ( 100 )       | ( 5,004 )   | ( 3 )       |
| Payments for partner equity plan                                                 | —             | ( 9,292 )   | ( 9,910 )   |
| Repurchase of common stock                                                       | ( 70,847 )    | ( 109,152 ) | —           |
| Cash dividends paid on common stock                                              | ( 83,742 )    | ( 49,736 )  | —           |
| Net cash used in financing activities                                            | ( 187,125 )   | ( 195,501 ) | ( 317,419 ) |
| Effect of exchange rate changes on cash and cash equivalents                     | 1,448         | 1,395       | ( 1,642 )   |
| Net increase (decrease) in cash, cash equivalents and restricted cash            | 29,638        | ( 4,322 )   | ( 21,351 )  |
| Cash, cash equivalents and restricted cash as of the beginning of the period     | 84,735        | 89,057      | 110,408     |
| Cash, cash equivalents and restricted cash as of the end of the period           | \$ 114,373    | \$ 84,735   | \$ 89,057   |
| Supplemental disclosures of cash flow information:                               |               |             |             |
| Cash paid for interest                                                           | \$ 50,931     | \$ 39,126   | \$ 47,036   |
| Cash paid for income taxes, net of refunds                                       | \$ 27,750     | \$ 35,450   | \$ 36,336   |
| Supplemental disclosures of non-cash investing and financing activities:         |               |             |             |
| Leased assets obtained in exchange for new operating lease liabilities           | \$ 74,539     | \$ 54,271   | \$ 43,363   |
| Leased assets obtained in exchange for new finance lease liabilities             | \$ 6,480      | \$ 4,066    | \$ 1,238    |
| Increase in liabilities from the acquisition of property, fixtures and equipment | \$ 3,428      | \$ 12,762   | \$ 2,344    |

The accompanying notes are an integral part of these consolidated financial statements.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

1. Description of the Business

Bloomin' Brands, Inc. ("Bloomin' Brands" or the "Company"), a holding company that conducts its operations through its subsidiaries, is one of the largest casual dining restaurant companies in the world, with a portfolio of leading, differentiated restaurant concepts. OSI Restaurant Partners, LLC ("OSI") is the Company's primary operating entity.

The Company owns and operates casual, upscale casual and fine dining restaurants. The Company's restaurant portfolio has four concepts: Outback Steakhouse, Carrabba's Italian Grill, Bonefish Grill and Fleming's Prime Steakhouse & Wine Bar. Additional Outback Steakhouse, Carrabba's Italian Grill and Bonefish Grill restaurants in which the Company has no direct investment are operated under franchise agreements.

2. Summary of Significant Accounting Policies

*Basis of Presentation* - The Company's consolidated financial statements include the accounts and operations of Bloomin' Brands and its subsidiaries.

To ensure timely reporting, the Company consolidates the results of its Brazil operations on a one-month calendar lag. There were no intervening events that would materially affect the Company's consolidated financial position, results of operations or cash flows as of and for the year ended December 31, 2023.

During 2021, the recovery of in-restaurant dining from the COVID-19 pandemic ("COVID-19") continued while the Company retained a significant portion of the incremental off-premises volume it achieved during 2020. Internationally, COVID-19-related capacity constraints continued in 2021 during periods of increased case counts and new variants until the middle of 2022 when in-restaurant dining was operating without COVID-19-related capacity constraints.

*Principles of Consolidation* - All intercompany accounts and transactions have been eliminated in consolidation.

The Company consolidates variable interest entities where it has been determined that the Company is the primary beneficiary of those entities' operations. The Company is a franchisor of 291 restaurants as of December 31, 2023, but does not possess any ownership interests in its franchisees and does not provide material direct financial support to its franchisees. These franchise relationships are not deemed variable interest entities and are not consolidated.

Investments in entities the Company does not control, but where the Company's interest is between 20 % and 50 % and the Company has the ability to exercise significant influence over the entity, are accounted for under the equity method.

*Fiscal Year* - The Company utilizes a 52-53-week year ending on the last Sunday in December. In a 52-week fiscal year, each quarterly period is comprised of 13 weeks. The additional week in a 53-week fiscal year is added to the fourth quarter. Fiscal year 2023 consisted of 53 weeks and fiscal years 2022 and 2021 consisted of 52 weeks. The additional operating week of 2023 resulted in increases of \$ 83.5 million of Total revenues and \$ 0.15 of GAAP diluted earnings per share in the Consolidated Statements of Operations and Comprehensive Income.

*Use of Estimates* - The preparation of the accompanying consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimated.

*Cash and Cash Equivalents* - Cash equivalents consist of investments that are readily convertible to cash with an original maturity date of three months or less. Cash and cash equivalents include \$ 56.2 million and \$ 41.5 million, as

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

of December 31, 2023 and December 25, 2022, respectively, for amounts in transit from credit card companies since settlement is reasonably assured.

*Restricted Cash* - From time to time, the Company may have short-term restricted cash balances consisting of amounts pledged for settlement of deferred compensation plan obligations.

*Concentrations of Credit and Counterparty Risk* - Financial instruments that potentially subject the Company to a concentration of credit risk and credit losses are through credit card and trade receivables consisting primarily of amounts due for gift card, vendor, franchise and other receivables. Gift card, vendor and other receivables consist primarily of amounts due from gift card resellers and vendor rebates. The Company considers the concentration of credit risk for gift card, vendor and other receivables to be minimal due to the payment histories and general financial condition of its gift card resellers and vendors. Amounts due from franchisees consist of initial franchise fees, royalty income and advertising fees. See Note 7 - *Other Current Assets, Net* for disclosure of trade receivables by category as of December 31, 2023 and December 25, 2022.

Financial instruments that potentially subject the Company to concentrations of counterparty risk are cash and cash equivalents and derivatives. The Company attempts to limit its counterparty risk by investing in certificates of deposit, money market funds, noninterest-bearing accounts and other highly rated investments. Whenever possible, the Company selects investment grade counterparties and rated money market funds in order to mitigate its counterparty risk. At times, cash balances may be in excess of FDIC insurance limits. See Note 16 - *Derivative Instruments and Hedging Activities* for a discussion of the Company's use of derivative instruments and management of credit risk inherent in derivative instruments.

*Allowance for Expected Credit Losses* - The Company evaluates the collectability of credit card and trade receivables based on historical loss experience by risk pool and records periodic adjustments for factors such as deterioration of economic conditions, specific customer circumstances and changes in the aging of accounts receivable balances. Losses are charged off in the period in which they are determined to be uncollectible. See Note 19 - *Allowance for Expected Credit Losses* for a discussion of the Company's allowance for expected credit losses.

In instances where there is no established loss history, S&P speculative-grade default rates are utilized as an estimated expected credit loss rate.

The Company assigned its interest, and is contingently liable, under certain real estate leases, primarily related to divested restaurant properties. Contingent lease liabilities related to these guarantees are calculated based on management's estimate of exposure to losses which includes historical analysis of credit losses, including known instances of default, and existing economic conditions. See Note 21 - *Commitments and Contingencies* for a discussion of the Company's contingent lease liabilities.

*Fair Value* - Fair value is the price that would be received for an asset or paid to transfer a liability, or the exit price, in an orderly transaction between market participants on the measurement date. Fair value is categorized into one of the following three levels based on the lowest level of significant input:

|         |                                                                                              |
|---------|----------------------------------------------------------------------------------------------|
| Level 1 | Unadjusted quoted market prices in active markets for identical assets or liabilities        |
| Level 2 | Observable inputs available at measurement date other than quoted prices included in Level 1 |
| Level 3 | Unobservable inputs that cannot be corroborated by observable market data                    |

*Inventories* - Inventories consist of food and beverages and are stated at the lower of cost (first-in, first-out) or net realizable value.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

*Property, Fixtures and Equipment* - Property, fixtures and equipment are stated at cost, net of accumulated depreciation. Depreciation is computed on the straight-line method over the estimated useful life of the assets. Estimated useful lives by major asset category are generally as follows:

|                                 |               |
|---------------------------------|---------------|
| Buildings (1)                   | 5 to 30 years |
| Furniture and fixtures          | 5 to 7 years  |
| Equipment                       | 2 to 7 years  |
| Computer equipment and software | 2 to 7 years  |

(1) Includes improvements to leased properties which are depreciated over the shorter of their useful life or the reasonably certain lease term, including renewal periods that are reasonably certain.

Repair and maintenance costs that maintain the appearance and functionality of the restaurant, but do not extend the useful life of any restaurant asset, are expensed as incurred. The Company suspends depreciation and amortization for assets held for sale. The cost and related accumulated depreciation of assets sold or disposed of are removed from the Company's Consolidated Balance Sheets, and any resulting gain or loss is generally recognized in Other restaurant operating expense in its Consolidated Statements of Operations and Comprehensive Income.

The Company capitalizes direct and indirect internal costs associated with the acquisition, development, design and construction of Company-owned restaurant locations as these costs have a future benefit to the Company. Upon restaurant opening, these costs are depreciated and charged to Depreciation and amortization expense over the reasonably certain lease term. Internal costs of \$ 5.4 million, \$ 4.1 million and \$ 3.7 million were capitalized during 2023, 2022 and 2021, respectively.

For 2023 and 2022, computer equipment and software costs of \$ 12.4 million and \$ 9.2 million, respectively, were capitalized. As of December 31, 2023 and December 25, 2022, there was \$ 14.3 million and \$ 10.1 million, respectively, of unamortized computer equipment and software included in Property, fixtures and equipment, net on the Company's Consolidated Balance Sheets.

*Goodwill and Intangible Assets* - Goodwill represents the excess of the purchase price over the fair value of net assets acquired in business combinations and is assigned to the reporting unit in which the acquired business will operate. The Company's indefinite-lived intangible assets consist of trade names and are recorded at fair value as of the date of acquisition. Goodwill and indefinite-lived intangible assets are tested for impairment annually, as of the first day of the second fiscal quarter, or whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

The Company may elect to perform a qualitative assessment to determine whether it is more likely than not that a reporting unit is impaired. If the qualitative assessment is not performed or if the Company determines that it is not more likely than not that the fair value of the reporting unit exceeds the carrying value, the fair value of the reporting unit is calculated. The carrying value of the reporting unit is compared to its calculated fair value, with any excess of carrying value over fair value deemed to be an impairment.

Definite-lived intangible assets, which consist of trademarks and reacquired franchise rights, are recorded at fair value as of the date of acquisition, amortized over their estimated useful lives and tested for impairment, using the relief from royalty method and discounted cash flows model, respectively, whenever events or changes in circumstances indicate that the carrying value may not be recoverable.

*Derivatives* - The Company records all derivatives on the balance sheet at fair value. The accounting for changes in the fair value of derivatives depends on the intended use of the derivative, whether the Company has elected to designate a derivative in a hedging relationship and apply hedge accounting and whether the hedging relationship has satisfied the criteria necessary to apply hedge accounting.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

Derivatives designated and qualifying as a hedge of the exposure to variability in expected future cash flows, or other types of forecasted transactions, are considered cash flow hedges. If the derivative qualifies for hedge accounting treatment, any gain or loss on the derivative instrument is recognized in equity as a change to Accumulated other comprehensive loss and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings.

Unrealized gains or losses on the Company's interest rate swaps are reclassified to Interest expense, net as interest payments are made on the hedged portion of the Company's revolving credit facility. The Company has elected to record cash flows from interest rate swaps within operating activities, the same category as the items being hedged, in its Consolidated Statements of Cash Flows.

The Company may enter into derivative contracts that are intended to economically hedge certain of its risks, even though hedge accounting does not apply or the Company elects not to apply hedge accounting. Derivatives not designated as hedges are not speculative and are used to manage the Company's exposure to interest rate movements, foreign currency exchange rate movements, changes in energy prices and other identified risks. Changes in the fair value of derivatives not designated in hedging relationships are recorded directly in earnings. The Company has elected not to offset derivative positions in the balance sheet with the same counterparty under the same agreement.

*Deferred Debt Issuance Costs* - For its revolving credit facility, the Company records deferred debt issuance costs related to the issuance of debt obligations in Other assets, net on its Consolidated Balance Sheets. For fees associated with all other debt obligations, the Company records deferred debt issuance costs as a reduction of Long-term debt, net.

The Company amortizes deferred debt issuance costs to interest expense over the term of the respective financing arrangement, primarily using the effective interest method. The Company amortized deferred debt issuance costs of \$ 3.1 million, \$ 3.5 million and \$ 4.5 million to Interest expense, net for 2023, 2022 and 2021, respectively.

*Liquor Licenses* - The fees from obtaining non-transferable liquor licenses directly issued by local government agencies for nominal fees are expensed as incurred. The costs of purchasing transferable liquor licenses through open markets in jurisdictions with a limited number of authorized liquor licenses are capitalized as indefinite-lived intangible assets and included in Other assets, net on the Company's Consolidated Balance Sheets. Liquor licenses are reviewed for impairment annually or more frequently if events or changes in circumstances indicate that the carrying amount may not be recoverable.

*Insurance Reserves* - The Company carries insurance programs with specific retention levels or high per-claim deductibles for a significant portion of expected losses under its workers' compensation, general or liquor liability, health, property and management liability insurance programs. The Company records a liability for all unresolved claims and for an estimate of incurred but not reported claims at the anticipated cost that falls below its specified retention levels or per-claim deductible amounts. In establishing reserves, the Company considers actuarial assumptions and judgments regarding economic conditions, and the frequency and severity of claims. Reserves recorded for workers' compensation and general liability claims are discounted using the average of the one-year and five-year risk-free rate of monetary assets that have comparable maturities.

*Share Repurchase* - The par value of the repurchased shares is deducted from common stock and the excess of the purchase price over the par value of the shares, including broker commissions and excises taxes, is recorded to Accumulated deficit. All shares of common stock acquired through share repurchase programs are retired and restored to authorized but unissued shares of common stock. The Company has elected to record excise taxes in connection with share repurchases within operating activities in its Consolidated Statements of Cash Flows.

*Revenue Recognition* - The Company records food and beverage revenues, net of discounts and taxes, upon delivery to the customer. Franchise-related revenues are included in Franchise and other revenues in the Company's

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

Consolidated Statements of Operations and Comprehensive Income. Royalties, which are generally a percentage of net sales of the franchisee, are recognized as revenue in the period in which the sales are reported to have occurred provided collectability is reasonably assured.

Proceeds from the sale of gift cards, which do not have expiration dates, are recorded as deferred revenue and recognized as revenue upon redemption by the customer. The Company applies the portfolio approach practical expedient to account for gift card contracts and performance obligations. Gift card breakage, the amount of gift cards which will not be redeemed, is recognized using estimates based on historical redemption patterns. If actual redemptions vary from assumptions used to estimate breakage, gift card breakage income may differ from the amount recorded. The Company periodically updates its estimates used for breakage. Breakage revenue is recorded as a component of Restaurant sales in the Company's Consolidated Statements of Operations and Comprehensive Income. Approximately 84 % of deferred gift card revenue is expected to be recognized within 12 months of inception.

Gift card sales commissions paid to third-party providers are capitalized and subsequently amortized to Other restaurant operating expense based on historical gift card redemption patterns. See Note 3 - *Revenue Recognition* for rollforwards of deferred gift card sales commissions and unearned gift card revenue.

Advertising fees charged to franchisees are recognized in Franchise and other revenues in the Company's Consolidated Statements of Operations and Comprehensive Income provided collectability is reasonably assured. Initial franchise and renewal fees are recognized over the term of the franchise agreement and renewal period, respectively. The weighted average remaining term of franchise agreements and renewal periods was approximately 11 years as of December 31, 2023.

The Company maintains a customer loyalty program, Dine Rewards, in the U.S., where customers earn a reward after attaining qualified spend amounts. The Company's estimate of the fair value of the reward is recorded as deferred revenue. Each reward must be redeemed within specified time limits of earning such reward. Revenue is recorded upon redemption and breakage for unredeemed rewards is recorded proportional to historical redemption patterns. The Company applies the practical expedient to exclude disclosures regarding loyalty program remaining performance obligations, which have original expected durations of less than one year.

The Company collects and remits sales, food and beverage, alcoholic beverage and hospitality taxes on transactions with customers and reports revenue net of taxes in its Consolidated Statements of Operations and Comprehensive Income.

*Leases* - The Company's determination of whether an arrangement contains a lease is based on an evaluation of whether the arrangement conveys the right to use and control specific property or equipment. The Company leases restaurant and office facilities and certain equipment under operating leases primarily having initial terms between one and 20 years. Restaurant facility leases generally have renewal periods totaling five to 30 years, exercisable at the option of the Company. Contingent rentals represent payment of variable lease obligations based on a percentage of gross revenues, as defined by the terms of the applicable lease agreement for certain restaurant facility leases. The Company also has certain leases which reset periodically based on a specified index. Such leases are recorded using the index that existed at lease commencement. Subsequent changes in the index are recorded as variable rental payments. Variable rental payments are expensed as incurred in the Company's Consolidated Statements of Operations and Comprehensive Income and future variable rent obligations are not included within the lease liabilities on the Consolidated Balance Sheets. The depreciable life of lease assets and leasehold improvements are limited by the expected lease term. None of the Company's leases contain any material residual value guarantees or restrictive covenants.

Upon the 2019 adoption of ASC Topic 842 - *Leases*, the Company elected the practical expedient to not separate U.S. lease and non-lease components for real estate leases entered into after adoption. Additionally, for certain equipment leases, the Company applies a portfolio approach to account for the lease assets and liabilities. Leases

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

with an initial term of 12 months or less are not recorded on its Consolidated Balance Sheets and are recognized on a straight-line basis over the lease term within Other restaurant operating expense in the Company's Consolidated Statements of Operations and Comprehensive Income.

Rent expense for the Company's operating leases, which generally have escalating rentals over the term of the lease and may include rent holidays, is recorded on a straight-line basis over the initial lease term and those renewal periods that are reasonably certain. Operating lease rent expense for open Company-owned restaurants is recorded in Other restaurant operating expense in the Company's Consolidated Statements of Operations and Comprehensive Income. Payments received from landlords as incentives for leasehold improvements are recorded as a reduction of the right-of-use asset and amortized on a straight-line basis over the term of the lease as a reduction of rent expense.

*Pre-Opening Expenses* - Non-capital expenditures associated with opening new restaurants are expensed as incurred and are included in Other restaurant operating expense in the Company's Consolidated Statements of Operations and Comprehensive Income.

*Consideration Received from Vendors* - The Company receives consideration for a variety of vendor-sponsored programs, such as volume rebates, promotions and advertising allowances. Advertising allowances are intended to offset the Company's costs of promoting and selling menu items in its restaurants. Vendor consideration is recorded as a reduction of Food and beverage cost or Other restaurant operating expense when recognized in the Company's Consolidated Statements of Operations and Comprehensive Income.

*Impairment of Long-Lived Assets and Costs Associated with Exit Activities* - Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. The evaluation is performed at the lowest level of identifiable cash flows independent of other assets. For long-lived assets deployed at its restaurants, the Company reviews for impairment at the individual restaurant level. When evaluating for impairment, the total future undiscounted cash flows expected to be generated by the asset are compared to the carrying amount. If the total future undiscounted cash flows of the asset are less than its carrying amount, recoverability is measured by comparing the fair value of the assets to the carrying amount. An impairment loss is recognized in earnings when the asset's carrying value exceeds its estimated fair value. Fair value is generally estimated using a discounted cash flow model.

Restaurant closure costs, including lease termination fees, are expensed as incurred. When the Company ceases using the property rights under a non-cancelable operating lease, it records a liability for the net present value of any remaining non-rent lease-related obligations, less the estimated subtenant cost recovery that can reasonably be obtained for the property. Any subsequent adjustment to that liability as a result of lease termination or changes in estimates of cost recovery is recorded in the period incurred. The associated expense is recorded in Provision for impaired assets and restaurant closings in the Company's Consolidated Statements of Operations and Comprehensive Income.

Restaurant sites and certain other assets to be sold are included in assets held for sale when certain criteria are met, including the requirement that the likelihood of selling the assets within one year is probable.

*Advertising Costs* - Advertising production costs are expensed in the period when the advertising first occurs. All other advertising costs are expensed in the period in which the costs are incurred. Advertising expense of \$ 115.6 million, \$ 94.0 million and \$ 59.7 million for 2023, 2022 and 2021, respectively, was recorded in Other restaurant operating expense in the Company's Consolidated Statements of Operations and Comprehensive Income.

*Legal Costs* - Settlement costs for employment litigation are recorded to Other restaurant operating expense when they are deemed probable and reasonably estimable. Legal fees are recognized as incurred and are reported in General and administrative expense in the Company's Consolidated Statements of Operations and Comprehensive Income.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

*Research and Development Expenses ("R&D")* - R&D is expensed as incurred in General and administrative expense in the Company's Consolidated Statements of Operations and Comprehensive Income. R&D primarily consists of payroll and benefit costs. R&D was \$ 3.5 million, \$ 2.7 million and \$ 2.6 million for 2023, 2022 and 2021, respectively.

*Partner Compensation* - In addition to base salary, field-level operators and multi-unit supervisors receive performance-based bonuses for providing management and supervisory services to their restaurants, certain of which may be based on their restaurants' monthly operating results or cash flows. The Company accrues for these obligations using current and historical restaurant performance information. Most field-level compensation is recorded in Labor and other related expense, with compensation for multi-unit supervisors recorded in General and administrative expense in the Company's Consolidated Statements of Operations and Comprehensive Income.

Many of the Company's international operators are given the option to purchase participation interests in the cash distributions of the restaurants they manage. The amount, terms and availability vary by country.

*Stock-based Compensation* - Stock-based compensation awards are measured at fair value at the date of grant and expensed over their vesting or service periods. Stock-based compensation expense is recognized only for those awards expected to vest. The expense, net of forfeitures, is recognized using the straight-line method. Forfeitures of share-based compensation awards are recognized as they occur.

Performance-based share units ("PSUs") issued by the Company include a relative total shareholder return ("Relative TSR") modifier to the final payout outcome, which can adjust the payout percentage based on the achieved performance metric. The Relative TSR is measured by comparing the Company's Relative TSR to that of the constituents of the S&P 1500 Restaurants index.

*Basic and Diluted Earnings per Share* - The Company computes basic earnings per share based on the weighted average number of common shares that were outstanding during the period. Except where the result would be antidilutive, diluted earnings per share includes the dilutive effect of common stock equivalents, consisting of stock options, restricted stock units, PSUs and warrants, measured using the treasury stock method, and the Company's convertible senior notes, measured using the if-converted method. PSUs are considered dilutive when the related performance criterion has been met.

The Company has provided the trustee of the Company's convertible senior notes due 2025 (the "2025 Notes") notice of its irrevocable election under the 2025 Notes indenture to settle the principal portion of the 2025 Notes upon conversion in cash and any excess in shares. As a result, only the amounts in excess of the principal amount, if applicable, are considered in diluted earnings per share.

*Foreign Currency Translation and Transactions* - For non-U.S. operations, the functional currency is the local currency. Foreign currency denominated assets and liabilities are translated into U.S. dollars using the exchange rates in effect at the balance sheet date with the translation adjustments recorded in Accumulated other comprehensive loss in the Company's Consolidated Statements of Changes in Stockholders' Equity. Results of operations are translated using the average exchange rates for the reporting period. Foreign currency exchange transaction losses are recorded in General and administrative expense in the Company's Consolidated Statements of Operations and Comprehensive Income.

*Income Taxes* - Deferred income tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred income tax assets and liabilities of a change in the tax rate is recognized within income in the period that includes the enactment date of the rate change. A valuation allowance may reduce deferred income tax assets to the amount that is more likely than not to be realized.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

The Company records a tax benefit for an uncertain tax position using the highest cumulative tax benefit that is more likely than not to be realized. The Company adjusts its liability for unrecognized tax benefits in the period in which it determines the issue is effectively settled, the statute of limitations expires or when more information becomes available. Liabilities for unrecognized tax benefits are recorded as a reduction of Deferred income tax assets, net and within Other long-term liabilities, net, with related interest and penalties recorded in Other long-term liabilities, net, on the Company's Consolidated Balance Sheets. Interest and penalties recognized on liabilities for unrecognized tax benefits are included in Provision for income taxes.

*Recently Adopted Financial Accounting Standards* - On December 28, 2020, the Company adopted Accounting Standards Update ("ASU") No. 2020-06, "Debt - Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging - Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity," ("ASU No. 2020-06") which removes the separation models for convertible debt with a cash conversion feature or convertible instruments with a beneficial conversion feature. ASU No. 2020-06 also requires the application of the if-converted method for calculating the diluted earnings per share impact of the 2025 Notes. The Company adopted ASU No. 2020-06 using the modified retrospective approach which resulted in a cumulative-effect adjustment that increased (decreased) the following Consolidated Balance Sheet accounts during the first quarter of 2021:

| ADJUSTMENT                                              | CONSOLIDATED BALANCE SHEET CLASSIFICATION | AMOUNT<br>(dollars in millions) |
|---------------------------------------------------------|-------------------------------------------|---------------------------------|
| Deferred tax impact of cumulative-effect adjustment     | Deferred income tax assets, net           | \$ 14.9                         |
| Debt discount reclassification                          | Long-term debt, net                       | \$ 59.9                         |
| Equity issuance costs reclassification                  | Long-term debt, net                       | \$ (2.1)                        |
| Debt discount amortization reclassification, net of tax | Accumulated deficit                       | \$ 4.4                          |
| Reversal of separated equity component, net of tax      | Additional paid-in capital                | \$ (47.3)                       |

After adopting ASU No. 2020-06, the 2025 Notes are reflected entirely as a liability since the embedded conversion feature is no longer separately presented within stockholders' equity.

*Recently Issued Financial Accounting Standards Not Yet Adopted* - In November 2023, the Financial Accounting Standards Board ("FASB") issued ASU No. 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures," ("ASU No. 2023-07") which requires disclosure of significant segment expenses regularly provided to the Company's chief operating decision-maker ("CODM"). ASU No. 2023-07 also allows for multiple measures of segment profit (loss) if the CODM utilizes such measures to allocate resources or assess performance. ASU No. 2023-07 is effective for the Company beginning with the 2024 Form 10-K, with early adoption permitted. The Company is currently evaluating the impact ASU No. 2023-07 will have on its disclosures.

In December 2023, the FASB issued ASU No. 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," ("ASU No. 2023-09") which expands existing income tax disclosures, including disaggregation of the Company's effective income tax rate reconciliation table and income taxes paid disclosures. ASU No. 2023-09 is effective for the Company beginning with the 2025 Form 10-K, with early adoption permitted. The Company is currently evaluating the impact ASU No. 2023-09 will have on its disclosures.

Recent accounting guidance not discussed herein is not applicable, did not have, or is not expected to have a material impact to the Company.

*Reclassifications* - The Company reclassified certain items in the accompanying consolidated financial statements for prior periods to be comparable with the classification for the current period, including, but not limited to: (i) finance lease liabilities presented within other liabilities that were formerly presented within long-term debt, (ii) the separate presentation of current operating lease liabilities on the face of the Consolidated Balance Sheets, (iii) amounts previously reported in Other (expense) income, net, on the face the Consolidated Statements of Operations and Comprehensive Income were combined with Interest expense, net and (iv) the combined presentation of the

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

Other comprehensive income impact of interest rate swaps on the face of the Consolidated Statements of Operations and Comprehensive Income. These reclassifications had no effect on previously reported net income.

### 3. Revenue Recognition

The following table includes the disaggregation of Restaurant sales and franchise revenues by restaurant concept and major international market for the periods indicated:

| (dollars in thousands)                | FISCAL YEAR         |                       |                     |                       |                     |                       |
|---------------------------------------|---------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|
|                                       | 2023                |                       | 2022                |                       | 2021                |                       |
|                                       | RESTAURANT<br>SALES | FRANCHISE<br>REVENUES | RESTAURANT<br>SALES | FRANCHISE<br>REVENUES | RESTAURANT<br>SALES | FRANCHISE<br>REVENUES |
| U.S.                                  |                     |                       |                     |                       |                     |                       |
| Outback Steakhouse                    | \$ 2,316,449        | \$ 32,289             | \$ 2,240,432        | \$ 31,418             | \$ 2,175,909        | \$ 29,725             |
| Carrabba's Italian Grill              | 721,946             | 3,036                 | 676,467             | 2,938                 | 653,231             | 2,439                 |
| Bonefish Grill                        | 570,578             | 505                   | 559,583             | 662                   | 544,068             | 641                   |
| Fleming's Prime Steakhouse & Wine Bar | 382,729             | —                     | 374,388             | —                     | 332,607             | —                     |
| Other                                 | 13,351              | 78                    | 12,146              | 49                    | 9,033               | 9                     |
| U.S. total                            | 4,005,053           | 35,908                | 3,863,016           | 35,067                | 3,714,848           | 32,814                |
| International                         |                     |                       |                     |                       |                     |                       |
| Outback Steakhouse - Brazil (1)       | 501,128             | —                     | 405,866             | —                     | 258,997             | —                     |
| Other (1)(2)                          | 101,227             | 15,163                | 83,813              | 14,620                | 87,248              | 12,706                |
| International total                   | 602,355             | 15,163                | 489,679             | 14,620                | 346,245             | 12,706                |
| Total                                 | \$ 4,607,408        | \$ 51,071             | \$ 4,352,695        | \$ 49,687             | \$ 4,061,093        | \$ 45,520             |

- (1) Restaurant sales in Brazil includes \$ 30.2 million and \$ 7.7 million during 2023 and 2022, respectively, in connection with value added tax exemptions resulting from tax legislation. See Note 20 - *Income Taxes* for details regarding the Brazil tax legislation.
- (2) Includes Restaurant sales for Company-owned Outback Steakhouse restaurants outside of Brazil and Abbraccio restaurants in Brazil. Franchise revenues primarily include revenues from franchised Outback Steakhouse restaurants.

The following table includes a detail of assets and liabilities from contracts with customers included on the Company's Consolidated Balance Sheets as of the periods indicated:

| (dollars in thousands)                | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|---------------------------------------|-------------------|-------------------|
| Other current assets, net             |                   |                   |
| Deferred gift card sales commissions  | \$ 18,081         | \$ 17,755         |
| Unearned revenue                      |                   |                   |
| Deferred gift card revenue            | \$ 374,274        | \$ 386,495        |
| Deferred loyalty revenue              | 5,664             | 5,628             |
| Deferred franchise fees - current     | 473               | 460               |
| Other                                 | 1,466             | 1,632             |
| Total Unearned revenue                | \$ 381,877        | \$ 394,215        |
| Other long-term liabilities, net      |                   |                   |
| Deferred franchise fees - non-current | \$ 4,036          | \$ 4,126          |

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

The following table is a rollforward of deferred gift card sales commissions for the periods indicated:

| (dollars in thousands)                              | FISCAL YEAR      |                  |                  |
|-----------------------------------------------------|------------------|------------------|------------------|
|                                                     | 2023             | 2022             | 2021             |
| Balance, beginning of the period                    | \$ 17,755        | \$ 17,793        | \$ 19,300        |
| Deferred gift card sales commissions amortization   | ( 23,695 )       | ( 24,091 )       | ( 26,012 )       |
| Deferred gift card sales commissions capitalization | 26,706           | 26,743           | 26,625           |
| Other                                               | ( 2,685 )        | ( 2,690 )        | ( 2,120 )        |
| Balance, end of the period                          | <u>\$ 18,081</u> | <u>\$ 17,755</u> | <u>\$ 17,793</u> |

The following table is a rollforward of unearned gift card revenue for the periods indicated:

| (dollars in thousands)           | FISCAL YEAR       |                   |                   |
|----------------------------------|-------------------|-------------------|-------------------|
|                                  | 2023              | 2022              | 2021              |
| Balance, beginning of the period | \$ 386,495        | \$ 387,945        | \$ 373,048        |
| Gift card sales                  | 328,307           | 326,603           | 330,841           |
| Gift card redemptions            | ( 321,057 )       | ( 310,017 )       | ( 298,397 )       |
| Gift card breakage               | ( 19,471 )        | ( 18,036 )        | ( 17,547 )        |
| Balance, end of the period       | <u>\$ 374,274</u> | <u>\$ 386,495</u> | <u>\$ 387,945</u> |

*Franchisee Deferred Payment Agreement* - Effective December 31, 2023, the Company entered into an Amended & Restated Holistic Resolution Agreement (the "2023 Resolution Agreement") with Cerca Trova Southwest Restaurant Group, LLC (d/b/a Out West Restaurant Group) and certain of its affiliates (collectively, "Out West"), who currently operate 78 franchised Outback Steakhouse restaurants in the western United States, primarily in California. The 2023 Resolution Agreement ends on December 27, 2026 or upon the earlier occurrence of certain specified events, including the sale of all or substantially all of the assets or equity of Out West, bankruptcy or a liquidation event. The 2023 Resolution Agreement amends and supersedes the original Holistic Resolution Agreement dated December 27, 2020 (the "Original Resolution Agreement"). The terms of the 2023 Resolution Agreement are materially consistent with the Original Resolution Agreement and include similar agreements between Out West and its lenders prioritizing rents, royalties, national advertising fees and local marketing expenditures, and provides a mechanism to settle its obligations with its lenders and provide for capital expenditures, within certain limitations.

#### 4. Impairments and Exit Costs

The components of Provision for impaired assets and restaurant closings are as follows for the periods indicated:

| (dollars in thousands)                                | FISCAL YEAR      |                 |                  |
|-------------------------------------------------------|------------------|-----------------|------------------|
|                                                       | 2023             | 2022            | 2021             |
| Impairment losses                                     |                  |                 |                  |
| U.S.                                                  | \$ 39,812        | \$ 3,942        | \$ 11,945        |
| International                                         | 600              | 1,537           | 1,186            |
| Corporate                                             | —                | 7               | 270              |
| Total impairment losses                               | <u>40,412</u>    | <u>5,486</u>    | <u>13,401</u>    |
| Restaurant closure (benefit) charges                  |                  |                 |                  |
| U.S.                                                  | ( 7,143 )        | 478             | 422              |
| International                                         | 305              | —               | ( 86 )           |
| Total restaurant closure (benefit) charges            | <u>( 6,838 )</u> | <u>478</u>      | <u>336</u>       |
| Provision for impaired assets and restaurant closings | <u>\$ 33,574</u> | <u>\$ 5,964</u> | <u>\$ 13,737</u> |

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

**2023 Closure Initiative** - During the fourteen weeks ended December 31, 2023, the Company recognized asset impairments and closure charges in connection with the closure of three U.S. and two international Aussie Grill restaurants and the decision to close 36 predominantly older, underperforming U.S. restaurants (the "2023 Closure Initiative"). All remaining restaurant closures under the 2023 Closure Initiative were completed in February 2024, with an estimated \$ 8 million to \$ 11 million of related severance and closure charges to be recorded during the thirteen weeks ended March 31, 2024. Following is a summary of the 2023 Closure Initiative charges recognized in the Consolidated Statements of Operations and Comprehensive Income for the periods indicated (dollars in thousands):

| DESCRIPTION                                              | CONSOLIDATED STATEMENTS OF OPERATIONS AND<br>COMPREHENSIVE INCOME CLASSIFICATION | FOURTEEN WEEKS AND<br>FISCAL YEAR ENDED<br>DECEMBER 31, 2023 |
|----------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------|
| Property, fixtures and equipment impairments             | Provision for impaired assets and restaurant closings                            | \$ 23,934                                                    |
| Lease right-of-use asset impairments and closure charges | Provision for impaired assets and restaurant closings                            | 10,266                                                       |
| Severance and other expenses                             | General and administrative                                                       | 622                                                          |
| Lease remeasurement gains                                | Other restaurant operating                                                       | ( 2,450 )                                                    |
|                                                          |                                                                                  | \$ 32,372                                                    |

During 2023, the Company recognized a lease termination gain of \$ 6.7 million, net of related asset impairments, in connection with the closure of one U.S. restaurant.

The remaining impairment and closure charges during the periods presented resulted primarily from locations identified for closure or relocation.

**Accrued Closed Facility Liabilities Rollforward** - The following table is a rollforward of the Company's closed facility lease-related liabilities and other accrued costs associated with closure and restructuring initiatives for the period indicated:

| (dollars in thousands)           | FISCAL YEAR<br>2023 |
|----------------------------------|---------------------|
| Balance, beginning of the period | \$ 5,476            |
| Additions                        | 3,340               |
| Cash payments                    | ( 1,142 )           |
| Accretion                        | 317                 |
| Adjustments                      | ( 1,737 )           |
| Balance, end of the period       | \$ 6,254            |

**5. Earnings Per Share**

In February 2021, the Company provided the trustee of its 2025 Notes notice of the Company's irrevocable election to settle the principal portion of the 2025 Notes in cash and any excess of average market price of the Company's common stock exceeding conversion price is to be settled in shares. As a result, subsequent to the election, only the amounts in excess of the principal amount are considered in diluted earnings per share.

In connection with the offering of the 2025 Notes, the Company entered into the Convertible Note Hedge Transactions and Warrant Transactions described in Note 13 - *Convertible Senior Notes*. However, the Convertible Note Hedge Transactions are not considered when calculating dilutive shares given their antidilutive impact as an offset to dilution of shares underlying the 2025 Notes. The Warrant Transactions have a dilutive effect on the Company's common stock to the extent the price of its common stock exceeds the strike price of the Warrant Transactions. See Note 13 - *Convertible Senior Notes* for additional information regarding the 2025 Notes, Convertible Note Hedge Transactions and Warrant Transactions.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

The following table presents the computation of basic and diluted earnings per share for the periods indicated:

| (in thousands, except per share data)                                            | FISCAL YEAR |            |            |
|----------------------------------------------------------------------------------|-------------|------------|------------|
|                                                                                  | 2023        | 2022       | 2021       |
| Net income attributable to Bloomin' Brands                                       | \$ 247,386  | \$ 101,907 | \$ 215,555 |
| Convertible senior notes if-converted method interest adjustment, net of tax (1) | —           | —          | 345        |
| Diluted net income attributable to Bloomin' Brands                               | \$ 247,386  | \$ 101,907 | \$ 215,900 |
| Basic weighted average common shares outstanding                                 | 87,230      | 88,846     | 88,981     |
| Effect of dilutive securities:                                                   |             |            |            |
| Stock options                                                                    | 381         | 261        | 779        |
| Nonvested restricted stock units                                                 | 203         | 182        | 355        |
| Nonvested performance-based share units                                          | 183         | 180        | 61         |
| Convertible senior notes (1)(2)                                                  | 5,067       | 6,089      | 11,377     |
| Warrants (2)                                                                     | 3,389       | 2,954      | 6,250      |
| Diluted weighted average common shares outstanding                               | 96,453      | 98,512     | 107,803    |
| Basic earnings per share                                                         | \$ 2.84     | \$ 1.15    | \$ 2.42    |
| Diluted earnings per share                                                       | \$ 2.56     | \$ 1.03    | \$ 2.00    |

(1) Adjustment for interest related to the 2025 Notes weighted for the portion of the period prior to the Company's election under the 2025 Notes indenture to settle the principal portion of the 2025 Notes in cash. Effective with the Company's election, there will be no further numerator adjustments for interest or denominator adjustments for shares required to settle the principal portion.

(2) During 2022, the Company repurchased \$ 125.0 million of the 2025 Notes and settled the corresponding portion of the related warrants. See Note 13 - *Convertible Senior Notes* for additional details.

Share-based compensation-related weighted average securities outstanding not included in the computation of earnings per share because their effect was antidilutive were as follows for the periods indicated:

| (shares in thousands)                   | FISCAL YEAR |       |      |
|-----------------------------------------|-------------|-------|------|
|                                         | 2023        | 2022  | 2021 |
| Stock options                           | 521         | 1,849 | 751  |
| Nonvested restricted stock units        | 35          | 192   | 128  |
| Nonvested performance-based share units | 368         | 461   | 377  |

## 6. Stock-based and Deferred Compensation Plans

### Stock-based Compensation Plans

The Company recognized stock-based compensation expense, net of capitalized expense, as follows for the periods indicated:

| (dollars in thousands)                                             | FISCAL YEAR |           |           |
|--------------------------------------------------------------------|-------------|-----------|-----------|
|                                                                    | 2023        | 2022      | 2021      |
| Performance-based share units (1)                                  | \$ 3,089    | \$ 8,176  | \$ 13,821 |
| Restricted stock units                                             | 7,910       | 7,687     | 8,184     |
| Stock options                                                      | 835         | 503       | 2,286     |
| Total stock-based compensation expense, net of capitalized expense | \$ 11,834   | \$ 16,366 | \$ 24,291 |

(1) For 2023 and 2022, includes a cumulative life-to-date adjustment to decrease expense for PSUs granted in fiscal years 2022 and 2020, respectively, based on revised Company projections of performance criteria set forth in the award agreements. For 2021, includes a cumulative life-to-date adjustment to increase expense for PSUs granted in fiscal years 2019, 2020 and 2021 based on Company performance against criteria set forth in the award agreements.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

*Performance-based Share Units* - The number of PSUs that vest is determined for each year based on the achievement of certain performance criteria as set forth in the award agreement and may range from zero to 200 % of the annual target grant. The PSUs are settled in shares of common stock, with holders receiving one share of common stock for each performance-based share unit that vests. Compensation expense for PSUs is recognized over the vesting period when it is probable the performance criteria will be achieved.

The following table presents a summary of the Company's PSU activity:

| (in thousands, except per unit data)         | PERFORMANCE-BASED<br>SHARE UNITS | WEIGHTED<br>AVERAGE GRANT<br>DATE FAIR VALUE<br>PER UNIT |       | AGGREGATE<br>INTRINSIC VALUE (1) |
|----------------------------------------------|----------------------------------|----------------------------------------------------------|-------|----------------------------------|
|                                              |                                  |                                                          |       |                                  |
| Outstanding as of December 25, 2022          | 874                              | \$                                                       | 24.83 | \$ 18,323                        |
| Granted                                      | 301                              | \$                                                       | 29.01 |                                  |
| Performance adjustment (2)                   | 154                              | \$                                                       | 19.84 |                                  |
| Vested                                       | ( 470 )                          | \$                                                       | 19.84 |                                  |
| Forfeited                                    | ( 41 )                           | \$                                                       | 26.48 |                                  |
| Outstanding as of December 31, 2023          | 818                              | \$                                                       | 26.92 | \$ 23,026                        |
| Expected to vest as of December 31, 2023 (3) | 765                              |                                                          |       | \$ 21,410                        |

(1) Based on the \$ 20.96 and \$ 28.15 share price of the Company's common stock on December 23, 2022 and December 29, 2023, the last trading day of 2022 and 2023, respectively.

(2) Represents adjustment to 148 % payout for PSUs granted during 2020.

(3) Estimated number of units to be issued upon the vesting of outstanding PSUs based on Company performance projections of performance criteria set forth in the 2021, 2022 and 2023 PSU award agreements.

The Company grants PSUs subject to final payout modification by a Relative TSR modifier. This Relative TSR modifier can adjust the final payout outcome by 75 %, 100 % or 125 % of the achieved performance metric, with the overall payout capped at 200 % of the annual target grant. These PSUs have a three-year cliff vesting period and their fair value was estimated using the Monte Carlo simulation model. The Monte Carlo simulation model utilizes multiple input variables to estimate the probability that the market conditions will be achieved and is applied to the closing price of the Company's common stock on the date of the grant.

Assumptions used in the Monte Carlo simulation model and the grant date fair value of PSUs granted were as follows for the periods indicated:

|                                    | FISCAL YEAR |          |          |
|------------------------------------|-------------|----------|----------|
|                                    | 2023        | 2022     | 2021     |
| Assumptions:                       |             |          |          |
| Risk-free interest rate (1)        | 4.26 %      | 1.64 %   | 0.20 %   |
| Dividend yield (2)                 | 3.47 %      | 2.31 %   | — %      |
| Volatility (3)                     | 51.02 %     | 49.11 %  | 48.45 %  |
| Grant date fair value per unit (4) | \$ 29.01    | \$ 26.10 | \$ 29.73 |

(1) Risk-free interest rate is the U.S. Treasury yield curve in effect as of the grant date for the performance period of the unit.

(2) Dividend yield is the level of dividends expected to be paid on the Company's common stock over the expected term.

(3) Based on the historical volatility of the Company's stock over the last seven years.

(4) Represents a premium above the grant date per share value of the Company's common stock for the Relative TSR modifier of 2.7 %, 7.9 % and 14.3 % for grants during 2023, 2022 and 2021, respectively.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

The following represents PSU compensation information for the periods indicated:

| (dollars in thousands)                    | FISCAL YEAR |          |          |
|-------------------------------------------|-------------|----------|----------|
|                                           | 2023        | 2022     | 2021     |
| Intrinsic value for PSUs vested           | \$ 12,908   | \$ 7,626 | \$ 3,768 |
| Grant date fair value of PSUs vested      | \$ 9,332    | \$ 6,646 | \$ 3,401 |
| Tax benefits for PSU compensation expense | \$ 745      | \$ 348   | \$ 134   |
| Unrecognized PSU expense                  | \$ 6,520    |          |          |
| Remaining weighted average vesting period | 1.2 years   |          |          |

*Restricted Stock Units ("RSUs")* - RSUs generally vest over a period of three years in an equal number of shares each year. Following is a summary of the Company's RSU activity:

| (in thousands, except per unit data)    | RESTRICTED STOCK<br>UNITS | WEIGHTED<br>AVERAGE GRANT<br>DATE FAIR VALUE<br>PER UNIT |    | AGGREGATE<br>INTRINSIC VALUE (1) |
|-----------------------------------------|---------------------------|----------------------------------------------------------|----|----------------------------------|
|                                         |                           |                                                          |    |                                  |
| Outstanding as of December 25, 2022     | 657                       | \$ 21.72                                                 | \$ | 13,776                           |
| Granted                                 | 406                       | \$ 24.18                                                 |    |                                  |
| Vested                                  | ( 393 )                   | \$ 21.02                                                 |    |                                  |
| Forfeited                               | ( 39 )                    | \$ 24.15                                                 |    |                                  |
| Outstanding as of December 31, 2023 (2) | 631                       | \$ 23.58                                                 | \$ | 17,757                           |

(1) Based on the \$ 20.96 and \$ 28.15 share price of the Company's common stock on December 23, 2022 and December 29, 2023, the last trading day of 2022 and 2023, respectively.

(2) All RSUs outstanding as of December 31, 2023 are expected to vest.

The following represents RSU compensation information for the periods indicated:

| (dollars in thousands, except grant date fair value data)   | FISCAL YEAR |          |           |
|-------------------------------------------------------------|-------------|----------|-----------|
|                                                             | 2023        | 2022     | 2021      |
| Weighted average grant date fair value for RSUs granted (1) | \$ 24.18    | \$ 21.59 | \$ 25.93  |
| Intrinsic value of RSUs vested                              | \$ 10,275   | \$ 9,070 | \$ 13,482 |
| Grant date fair value of RSUs vested                        | \$ 8,257    | \$ 8,025 | \$ 9,434  |
| Tax benefits for RSU compensation expense                   | \$ 1,528    | \$ 1,113 | \$ 1,592  |
| Unrecognized RSU expense                                    | \$ 9,315    |          |           |
| Remaining weighted average vesting period                   | 1.9 years   |          |           |

(1) The weighted average dividend yield was 3.63 % and 2.43 % for 2023 and 2022, respectively. There were no dividends in 2021.

*Stock Options* - Stock options generally vest and become exercisable over a period of four years in an equal number of shares each year. Stock options have an exercisable life of no more than ten years from the date of grant. The Company settles stock option exercises with authorized but unissued shares of the Company's common stock.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

The following table presents a summary of the Company's stock option activity:

| (in thousands, except exercise price and contractual life data) | OPTIONS      | WEIGHTED<br>AVERAGE<br>EXERCISE<br>PRICE | WEIGHTED<br>AVERAGE<br>REMAINING<br>CONTRACTUAL<br>LIFE (YEARS) | AGGREGATE<br>INTRINSIC<br>VALUE |
|-----------------------------------------------------------------|--------------|------------------------------------------|-----------------------------------------------------------------|---------------------------------|
| Outstanding as of December 25, 2022                             | 3,188        | \$ 21.43                                 | 4.0                                                             | \$ 3,337                        |
| Exercised                                                       | ( 1,455 )    | \$ 21.86                                 |                                                                 |                                 |
| Forfeited or expired                                            | ( 8 )        | \$ 25.35                                 |                                                                 |                                 |
| Outstanding and exercisable as of December 31, 2023 (1)         | <u>1,725</u> | \$ 21.04                                 | 3.2                                                             | \$ 12,263                       |

(1) No stock options were granted during 2023.

The following represents stock option compensation information for the periods indicated:

| (dollars in thousands)                                      | FISCAL YEAR |           |           |
|-------------------------------------------------------------|-------------|-----------|-----------|
|                                                             | 2023        | 2022      | 2021      |
| Intrinsic value of options exercised                        | \$ 6,200    | \$ 6,367  | \$ 8,419  |
| Cash received from option exercises, net of tax withholding | \$ 31,778   | \$ 17,888 | \$ 14,951 |
| Grant date fair value of stock options vested               | \$ 1,037    | \$ 7,645  | \$ 19,246 |
| Tax benefits for stock option compensation expense          | \$ 757      | \$ 1,495  | \$ 1,942  |

As of December 31, 2023, the maximum number of shares of common stock available for issuance for equity instruments pursuant to the 2020 Omnibus Incentive Compensation Plan was 6,925,256 .

#### Deferred Compensation Plans

**401(k) Plan** - The Company has a qualified defined contribution plan that qualifies under Section 401(k) of the Internal Revenue Code of 1986, as amended. The Company incurred contribution costs of \$ 5.6 million, \$ 5.6 million and \$ 6.1 million for the 401(k) Plan for 2023, 2022 and 2021, respectively.

**Highly Compensated Employee Plan** - The Company provides a deferred compensation plan for its highly compensated employees who are not eligible to participate in the 401(k) Plan. The deferred compensation plan allows these employees to contribute a percentage of their base salary and cash bonus on a pre-tax basis. The deferred compensation plan is unsecured and funded through the Company's voluntary contributions.

#### 7. Other Current Assets, Net

Other current assets, net, consisted of the following as of the periods indicated:

| (dollars in thousands)                     | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|--------------------------------------------|-------------------|-------------------|
| Prepaid expenses                           | \$ 26,674         | \$ 29,343         |
| Accounts receivable - gift cards, net (1)  | 67,424            | 85,606            |
| Accounts receivable - vendors, net (1)     | 13,648            | 25,385            |
| Accounts receivable - franchisees, net (1) | 3,671             | 2,550             |
| Accounts receivable - other, net (1)       | 18,100            | 18,408            |
| Deferred gift card sales commissions       | 18,081            | 17,755            |
| Other current assets, net                  | <u>5,404</u>      | <u>4,671</u>      |
|                                            | <u>\$ 153,002</u> | <u>\$ 183,718</u> |

(1) See Note 19 -Allowance for Expected Credit Losses for a rollforward of the related allowance for expected credit losses.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

**8. Property, Fixtures and Equipment, Net**

Property, fixtures and equipment, net, consisted of the following as of the periods indicated:

| (dollars in thousands)         | DECEMBER 31, 2023   | DECEMBER 25, 2022 |
|--------------------------------|---------------------|-------------------|
| Land                           | \$ 34,654           | \$ 37,596         |
| Buildings                      | 1,269,214           | 1,223,403         |
| Furniture and fixtures         | 526,192             | 489,895           |
| Equipment                      | 830,644             | 739,136           |
| Construction in progress       | 78,949              | 41,723            |
| Less: accumulated depreciation | ( 1,707,731 )       | ( 1,617,611 )     |
|                                | <u>\$ 1,031,922</u> | <u>\$ 914,142</u> |

Depreciation and repair and maintenance expense are as follows for the periods indicated:

| (dollars in thousands)         | FISCAL YEAR |            |            |
|--------------------------------|-------------|------------|------------|
|                                | 2023        | 2022       | 2021       |
| Depreciation expense           | \$ 185,187  | \$ 163,445 | \$ 157,386 |
| Repair and maintenance expense | \$ 125,492  | \$ 116,318 | \$ 104,209 |

**9. Goodwill and Intangible Assets, Net**

*Goodwill* - The following table is a rollforward of goodwill for the periods indicated:

| (dollars in thousands)          | U.S.              | INTERNATIONAL     | CONSOLIDATED      |
|---------------------------------|-------------------|-------------------|-------------------|
| Balance as of December 26, 2021 | \$ 170,657        | \$ 97,787         | \$ 268,444        |
| Translation adjustments         | —                 | 4,588             | 4,588             |
| Balance as of December 25, 2022 | 170,657           | 102,375           | 273,032           |
| Translation adjustments         | —                 | 3,285             | 3,285             |
| Balance as of December 31, 2023 | <u>\$ 170,657</u> | <u>\$ 105,660</u> | <u>\$ 276,317</u> |

The following table is a summary of the Company's gross goodwill balances and accumulated impairments as of the periods indicated:

| (dollars in thousands) | DECEMBER 31, 2023        |                            | DECEMBER 25, 2022        |                            | DECEMBER 26, 2021        |                            |
|------------------------|--------------------------|----------------------------|--------------------------|----------------------------|--------------------------|----------------------------|
|                        | GROSS CARRYING<br>AMOUNT | ACCUMULATED<br>IMPAIRMENTS | GROSS CARRYING<br>AMOUNT | ACCUMULATED<br>IMPAIRMENTS | GROSS CARRYING<br>AMOUNT | ACCUMULATED<br>IMPAIRMENTS |
| U.S.                   | \$ 838,827               | \$ ( 668,170 )             | \$ 838,827               | \$ ( 668,170 )             | \$ 838,827               | \$ ( 668,170 )             |
| International          | 225,543                  | ( 119,883 )                | 222,258                  | ( 119,883 )                | 217,670                  | ( 119,883 )                |
| Total goodwill         | <u>\$ 1,064,370</u>      | <u>\$ ( 788,053 )</u>      | <u>\$ 1,061,085</u>      | <u>\$ ( 788,053 )</u>      | <u>\$ 1,056,497</u>      | <u>\$ ( 788,053 )</u>      |

The Company performs its annual assessment for impairment of goodwill and other indefinite-lived intangible assets each year during the second quarter. The Company's 2023 assessment was quantitative and the 2022 and 2021 assessments were qualitative. As a result of these assessments, the Company did not record any goodwill asset impairment charges during 2023, 2022 or 2021.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

*Intangible Assets, net* - Intangible assets, net, consisted of the following as of the periods indicated:

| (dollars in thousands)          | WEIGHTED AVERAGE<br>REMAINING<br>AMORTIZATION PERIOD<br>(in years) | DECEMBER 31, 2023          |                             |                          | DECEMBER 25, 2022          |                             |                          |
|---------------------------------|--------------------------------------------------------------------|----------------------------|-----------------------------|--------------------------|----------------------------|-----------------------------|--------------------------|
|                                 |                                                                    | GROSS<br>CARRYING<br>VALUE | ACCUMULATED<br>AMORTIZATION | NET<br>CARRYING<br>VALUE | GROSS<br>CARRYING<br>VALUE | ACCUMULATED<br>AMORTIZATION | NET<br>CARRYING<br>VALUE |
| Trade names                     | Indefinite                                                         | \$ 414,716                 |                             | \$ 414,716               | \$ 414,716                 |                             | \$ 414,716               |
| Trademarks                      | 5                                                                  | 81,952                     | \$ ( 63,752 )               | 18,200                   | 81,952                     | \$ ( 59,675 )               | 22,277                   |
| Reacquired franchise rights (1) | 8                                                                  | 36,506                     | ( 26,437 )                  | 10,069                   | 34,602                     | ( 23,269 )                  | 11,333                   |
| Total intangible assets         | 6                                                                  | \$ 533,174                 | \$ ( 90,189 )               | \$ 442,985               | \$ 531,270                 | \$ ( 82,944 )               | \$ 448,326               |

(1) Included within Outback Steakhouse - Brazil.

The Company did not record any intangible asset impairment charges during the periods presented.

The following table presents goodwill, trade names and trademarks balances by reporting unit as of the periods indicated:

| (dollars in thousands)                | DECEMBER 31, 2023 |             |            | DECEMBER 25, 2022 |             |            |
|---------------------------------------|-------------------|-------------|------------|-------------------|-------------|------------|
|                                       | GOODWILL          | TRADE NAMES | TRADEMARKS | GOODWILL          | TRADE NAMES | TRADEMARKS |
| Outback Steakhouse                    | \$ 123,188        | \$ 287,000  | \$ —       | \$ 123,188        | \$ 287,000  | \$ —       |
| Carrabba's Italian Grill              | 18,826            | 69,000      | —          | 18,826            | 69,000      | —          |
| Bonefish Grill                        | 28,188            | —           | 9,788      | 28,188            | —           | 12,618     |
| Fleming's Prime Steakhouse & Wine Bar | 455               | —           | 8,412      | 455               | —           | 9,407      |
| U.S. total                            | 170,657           | 356,000     | 18,200     | 170,657           | 356,000     | 22,025     |
| Outback Steakhouse - Brazil           | 62,994            | —           | —          | 59,709            | —           | 252        |
| International - Franchise             | 42,666            | 58,716      | —          | 42,666            | 58,716      | —          |
| International total                   | 105,660           | 58,716      | —          | 102,375           | 58,716      | 252        |
| Total                                 | \$ 276,317        | \$ 414,716  | \$ 18,200  | \$ 273,032        | \$ 414,716  | \$ 22,277  |

Definite-lived intangible assets are amortized on a straight-line basis. The following table presents the aggregate expense related to the amortization of the Company's trademarks and reacquired franchise rights for the periods indicated:

| (dollars in thousands) | FISCAL YEAR |          |          |
|------------------------|-------------|----------|----------|
|                        | 2023        | 2022     | 2021     |
| Amortization expense   | \$ 5,984    | \$ 6,172 | \$ 6,005 |

The following table presents expected annual amortization of intangible assets as of December 31, 2023:

| (dollars in thousands) |          |
|------------------------|----------|
| 2024                   | \$ 5,738 |
| 2025                   | \$ 5,470 |
| 2026                   | \$ 5,374 |
| 2027                   | \$ 3,624 |
| 2028                   | \$ 2,076 |

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

10. Other Assets, Net

Other assets, net, consisted of the following as of the periods indicated:

| (dollars in thousands)                                       | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|--------------------------------------------------------------|-------------------|-------------------|
| Company-owned life insurance                                 | \$ 28,018         | \$ 27,789         |
| Deferred debt issuance costs - revolving credit facility (1) | 3,813             | 5,505             |
| Liquor licenses                                              | 23,125            | 23,454            |
| Other assets                                                 | 30,231            | 25,399            |
|                                                              | <u>\$ 85,187</u>  | <u>\$ 82,147</u>  |

(1) Net of accumulated amortization of \$ 11.7 million and \$ 10.1 million as of December 31, 2023 and December 25, 2022, respectively.

11. Accrued and Other Current Liabilities

Accrued and other current liabilities consisted of the following as of the periods indicated:

| (dollars in thousands)                 | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|----------------------------------------|-------------------|-------------------|
| Accrued payroll and other compensation | \$ 98,903         | \$ 84,075         |
| Accrued insurance                      | 19,310            | 20,932            |
| Other current liabilities (1)          | 137,601           | 112,420           |
|                                        | <u>\$ 255,814</u> | <u>\$ 217,427</u> |

(1) During 2023, other current liabilities increased primarily due to increased accrued advertising expense.

12. Long-term Debt, Net

Following is a summary of outstanding long-term debt, net, as of the periods indicated:

| (dollars in thousands)                                         | DECEMBER 31, 2023      |               | DECEMBER 25, 2022      |               |
|----------------------------------------------------------------|------------------------|---------------|------------------------|---------------|
|                                                                | OUTSTANDING<br>BALANCE | INTEREST RATE | OUTSTANDING<br>BALANCE | INTEREST RATE |
| Senior secured credit facility - revolving credit facility (1) | \$ 381,000             | 6.96 %        | \$ 430,000             | 5.79 %        |
| 2025 Notes                                                     | 104,786                | 5.00 %        | 105,000                | 5.00 %        |
| 2029 Notes                                                     | 300,000                | 5.13 %        | 300,000                | 5.13 %        |
| Less: unamortized debt discount and issuance costs             | ( 5,067 )              |               | ( 6,493 )              |               |
| Long-term debt, net                                            | <u>\$ 780,719</u>      |               | <u>\$ 828,507</u>      |               |

(1) Interest rate represents the weighted average interest rate as of the respective periods.

Bloomin' Brands, Inc. is a holding company and conducts its operations through its subsidiaries, certain of which have incurred indebtedness as described below.

*Credit Agreement* - On April 16, 2021, the Company and OSI, as co-borrowers, entered into the Second Amended and Restated Credit Agreement (the "Credit Agreement"), which provides for senior secured financing of up to \$ 1.0 billion consisting of a \$ 200.0 million Term loan A and an \$ 800.0 million revolving credit facility (the "Senior Secured Credit Facility"). The Senior Secured Credit Facility matures on April 16, 2026 .

On April 26, 2022, the Company and OSI entered into the First Amendment to the Second Amended and Restated Credit Agreement and Incremental Amendment (the "Amended Credit Agreement"), which included an increase of the Company's existing revolving credit facility from \$ 800.0 million to \$ 1.0 billion and a transition from the London Inter-Bank Offered Rate ("LIBOR") to the Secured Overnight Financing Rate ("SOFR") as the benchmark rate for purposes of calculating interest under the Senior Secured Credit Facility. At closing, an incremental

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

\$ 192.5 million was drawn on the revolving credit facility to fully repay the outstanding balance of Term loan A. The total indebtedness of the Company remained unchanged as a result of the Amended Credit Agreement.

Under the Amended Credit Agreement, the Company may elect an interest rate at each reset period based on the Base Rate or Adjusted Term SOFR, plus an applicable spread. The Base Rate option is the highest of: (i) the prime rate of Wells Fargo Bank, National Association, (ii) the federal funds effective rate plus 0.5 of 1.0% or (iii) the Adjusted Term SOFR with a one-month interest period plus 1.0 % (the "Base Rate"). The Adjusted Term SOFR option is the 30, 90 or 180-day SOFR, plus a term SOFR adjustment of 0.10 %, subject to a 0 % floor (the "Adjusted Term SOFR"). The interest rate spreads are as follows:

|                           | BASE RATE ELECTION                        | ADJUSTED TERM SOFR ELECTION                         |
|---------------------------|-------------------------------------------|-----------------------------------------------------|
| Revolving credit facility | 50 to 150 basis points over the Base Rate | 150 to 250 basis points over the Adjusted Term SOFR |

The transition to SOFR did not materially impact the interest rate applied to the Company's borrowings. No other material changes were made to the terms of the Company's Credit Agreement as a result of the Amended Credit Agreement.

Fees on letters of credit and daily unused availability under the revolving credit facility are 150 to 250 basis points and 25 to 40 basis points, respectively.

The commitments under the Senior Secured Credit Facility may be increased in an aggregate principal amount of up to: (i) \$ 225.0 million or (ii) at the Company's option, up to an unlimited amount of incremental facilities, so long as the Consolidated Senior Secured Net Leverage Ratio, as defined in the Amended Credit Agreement, is no more than 3.00 to 1.00 as of the last day of the most recent period of four consecutive fiscal quarters ended.

The Amended Credit Agreement limits, subject to certain exceptions, the Company's ability and the ability of its subsidiaries to incur additional indebtedness; make significant payments; sell assets; pay dividends above certain thresholds and other restricted payments; make certain investments; acquire certain assets; effect mergers and similar transactions; and effect certain other transactions with affiliates.

The Amended Credit Agreement requires a Total Net Leverage Ratio ("TNLR") not to exceed 4.50 to 1.00. TNLR is the ratio of Consolidated Total Debt (Current portion of long-term debt and Long-term debt, net of cash, excluding the 2025 Notes) to Consolidated EBITDA (earnings before interest, taxes, depreciation and amortization and certain other adjustments as defined in the Amended Credit Agreement).

As of December 31, 2023 and December 25, 2022, the Company was in compliance with its debt covenants.

**2029 Notes** - On April 16, 2021, the Company and its wholly-owned subsidiary OSI, as co-issuers, issued \$ 300.0 million aggregate principal amount of senior unsecured notes due 2029 (the "2029 Notes").

The 2029 Notes were issued pursuant to an Indenture, dated April 16, 2021 (the "Indenture"), by and among the Company, the guarantors named therein, and Wells Fargo Bank, National Association, as trustee. The 2029 Notes are guaranteed by each of the Company's existing and future domestic restricted subsidiaries (other than OSI) that are guarantors or borrowers under its Senior Secured Credit Facility or certain other indebtedness. The 2029 Notes mature on April 15, 2029, unless earlier redeemed or purchased by the Company. The 2029 Notes bear cash interest at an annual rate of 5.125 % payable semi-annually in arrears on April 15 and October 15 of each year.

The Company may redeem some or all of the 2029 Notes at any time on or after April 15, 2024, at the redemption prices set forth in the Indenture, plus accrued and unpaid interest. The Company may also redeem up to 40 % of the 2029 Notes in an amount not greater than the proceeds of certain equity offerings completed before April 15, 2024, at a redemption price equal to 105.125 % of the principal amount thereof, plus accrued and unpaid interest. In

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

addition, at any time prior to April 15, 2024, the Company may redeem some or all of the 2029 Notes at a price equal to 100 % of the principal amount, plus a make-whole premium, plus accrued and unpaid interest.

The Indenture contains restrictive covenants that limit the ability of the Company and its restricted subsidiaries to, among other things, incur additional indebtedness or issue certain preferred stock; pay dividends above certain thresholds, redeem stock or make other distributions; make certain investments; create restrictions on the ability of the Company's restricted subsidiaries to pay dividends or make other payments to the Company; create certain liens; transfer or sell certain assets; merge or consolidate; enter into certain transactions with the Company's affiliates; and designate subsidiaries as unrestricted subsidiaries. These covenants are subject to a number of exceptions and qualifications as set forth in the Indenture.

The Indenture contains customary events of default, including, without limitation, failure to make required payments, failure to comply with certain agreements or covenants, cross-acceleration to certain other indebtedness in excess of specified amounts, certain events of bankruptcy and insolvency, and failure to pay certain judgments.

The net proceeds were used to repay a portion of the Company's outstanding Term loan A and revolving credit facility in conjunction with the refinancing of its former credit facility.

**Maturities** - Following is a summary of principal payments of the Company's total consolidated debt outstanding as of the period indicated:

| (dollars in thousands)                             | DECEMBER 31, 2023 |
|----------------------------------------------------|-------------------|
| 2024                                               | \$ —              |
| 2025                                               | 104,786           |
| 2026                                               | 381,000           |
| 2027                                               | —                 |
| 2028                                               | —                 |
| Thereafter                                         | 300,000           |
| Total payments                                     | 785,786           |
| Less: unamortized debt discount and issuance costs | ( 5,067 )         |
| Total principal payments                           | \$ 780,719        |

### 13. Convertible Senior Notes

**2025 Notes** - In May 2020, the Company completed a \$ 230.0 million principal amount private offering of 5.00 % convertible senior unsecured notes due in 2025. The 2025 Notes are governed by the terms of an indenture between the Company and Wells Fargo Bank, National Association, as the Trustee. The 2025 Notes mature on May 1, 2025, unless earlier converted, redeemed or purchased by the Company. The 2025 Notes bear cash interest at an annual rate of 5.00 %, payable semi-annually in arrears on May 1 and November 1 of each year.

The initial conversion rate applicable to the 2025 Notes was 84.122 shares of common stock per \$ 1,000 principal amount of 2025 Notes, or a total of approximately 19.348 million shares for the total \$ 230.0 million principal amount. This initial conversion rate was equivalent to an initial conversion price of approximately \$ 11.89 per share. The conversion rate is subject to adjustment upon the occurrence of certain specified events.

Prior to the close of business on the business day immediately preceding November 1, 2024, holders may convert all or a portion of their 2025 Notes under the following circumstances: (i) during any calendar quarter if the last reported sale price per share of the Company's common stock exceeds 130 % of the conversion price for each of at least 20 trading days during the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter; (ii) during the five consecutive business days immediately after any five consecutive trading day period (the "measurement period") in which the trading price per \$1,000 principal amount

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

of 2025 Notes for each trading day of the measurement period was less than 98 % of the product of the last reported sale price per share of the Company's common stock and the conversion rate on each such trading day; (iii) upon the occurrence of specified corporate events or distributions on the Company's common stock; (iv) if the Company calls the 2025 Notes for redemption and (v) at any time from, and including November 1, 2024 until the close of business on the second scheduled trading day immediately before the maturity date.

The 2025 Notes are redeemable by the Company, in whole or in part, at the Company's option at any time, and from time to time, on or before the 40<sup>th</sup> scheduled trading day immediately before the maturity date, at a cash redemption price equal to the principal amount of the 2025 Notes to be redeemed, plus accrued and unpaid interest, but only if the last reported sale price per share of the Company's common stock exceeds 130 % of the conversion price on: (i) each of at least 20 trading days, whether or not consecutive, during the 30 consecutive trading days ending on, and including, the trading day immediately before the date the Company sends the related redemption notice; and (ii) the trading day immediately before the date the Company sends such notice. In addition, calling any of the 2025 Notes for redemption will constitute a make-whole fundamental change with respect to that note, in which case the conversion rate applicable to the conversion of the 2025 Notes will be increased in certain circumstances if it is converted after it is called for redemption.

If a fundamental change occurs prior to the maturity date, holders may require the Company to repurchase all or a portion of their 2025 Notes for cash at a price equal to 100 % of the principal amount of the 2025 Notes to be repurchased, plus accrued and unpaid interest. Holders of 2025 Notes who convert their 2025 Notes in connection with a notice of redemption or a make-whole fundamental change may be entitled to a premium in the form of an increase in the conversion rate of the 2025 Notes.

Based on the daily closing prices of the Company's stock during the quarter ended December 31, 2023, holders of the 2025 Notes are eligible to convert their 2025 Notes during the first quarter of 2024. The Company has provided the trustee of the 2025 Notes notice of its irrevocable election under the 2025 Notes indenture to settle the principal portion of the 2025 Notes upon conversion in cash and any excess in shares.

On May 25, 2022, the Company entered into exchange agreements (the "Exchange Agreements") with certain holders (the "Noteholders") of the 2025 Notes. The Noteholders agreed to exchange \$125.0 million in aggregate principal amount of the Company's outstanding 2025 Notes for \$196.9 million in cash, plus accrued interest, and approximately 2.3 million shares of the Company's common stock (the "2025 Notes Partial Repurchase"). Under the Exchange Agreements, the total amount of cash paid and number of shares of common stock issued by the Company were based upon the volume-weighted average price per share of the Company's common stock during a ten-trading day averaging period ending on June 14, 2022. Upon entering into the Exchange Agreements, the conversion feature related to the 2025 Notes repurchased, as well as the settlements of the related convertible senior note hedges and warrants, were subject to derivative accounting. In connection with the 2025 Notes Partial Repurchase, the Company recognized a loss on extinguishment of debt of \$104.7 million and a loss on fair value adjustment of derivatives, net of \$17.7 million, and recorded a \$48.5 million increase to Additional paid-in capital during 2022.

In connection with dividends paid during 2023, the conversion rate for the remaining 2025 Notes decreased to approximately \$11.14 per share, which represents 89.730 shares of common stock per \$1,000 principal amount of the 2025 Notes, or a total of approximately 9.402 million shares.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

The following table includes the outstanding principal amount and carrying value of the 2025 Notes as of the periods indicated:

| (dollars in thousands)                | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|---------------------------------------|-------------------|-------------------|
| Principal                             | \$ 104,786        | \$ 105,000        |
| Less: unamortized debt issuance costs | ( 1,138 )         | ( 1,939 )         |
| Net carrying amount                   | \$ 103,648        | \$ 103,061        |

Following is a summary of interest expense for the 2025 Notes, by component for the periods indicated:

| (dollars in thousands)          | FISCAL YEAR |          |           |
|---------------------------------|-------------|----------|-----------|
|                                 | 2023        | 2022     | 2021      |
| Coupon interest                 | \$ 5,242    | \$ 8,080 | \$ 11,500 |
| Debt issuance cost amortization | 798         | 1,156    | 1,557     |
| Total interest expense (1)      | \$ 6,040    | \$ 9,236 | \$ 13,057 |

(1) The effective rate of the 2025 Notes over their expected life is 5.85 %.

*Convertible Note Hedge and Warrant Transactions* - In connection with the offering of the 2025 Notes, the Company entered into convertible note hedge transactions (the "Convertible Note Hedge Transactions") with certain of the initial purchasers of the 2025 Notes and/or their respective affiliates and other financial institutions (in this capacity, the "Hedge Counterparties"). Concurrently with the Company's entry into the Convertible Note Hedge Transactions, the Company also entered into separate, warrant transactions with the Hedge Counterparties collectively relating to the same number of shares of the Company's common stock, subject to customary anti-dilution adjustments, and for which the Company received proceeds that partially offset the cost of entering into the Convertible Note Hedge Transactions (the "Warrant Transactions").

The Convertible Note Hedge Transactions cover, subject to customary anti-dilution adjustments, the number of shares of the Company's common stock that initially underlie the 2025 Notes, and are expected generally to reduce the potential equity dilution in excess of the principal amount due upon conversion of the 2025 Notes. The Warrant Transactions have a dilutive effect on the Company's common stock to the extent that the price of its common stock exceeds the strike price of the Warrant Transactions. The strike price was initially \$ 16.64 per share and is subject to certain adjustments under the terms of the Warrant Transactions.

The Convertible Note Hedge Transactions are exercisable upon conversion of the 2025 Notes. The Convertible Note Hedge Transactions expire upon maturity of the 2025 Notes. The Warrant Transactions are exercisable on the expiration dates included in the related forms of confirmation.

In connection with the 2025 Notes Partial Repurchase, the Company entered into partial unwind agreements with certain financial institutions relating to a portion of the convertible note hedge transactions (the "Note Hedge Early Termination Agreements") and a portion of the Warrant Transactions (the "Warrant Early Termination Agreements") that were previously entered into by the Company in connection with the issuance of the 2025 Notes. Upon settlement, the Company received \$ 131.9 million for the Note Hedge Early Termination Agreements and paid \$ 114.8 million for the Warrant Early Termination Agreements. In connection with the Note Hedge Early Termination Agreements and the Warrant Early Termination Agreements the Company recorded a \$ 113.0 million increase and a \$ 97.6 million decrease, respectively, to Additional paid-in capital during 2022.

The remaining Warrant Transactions have a dilutive effect on the Company's common stock to the extent that the price of its common stock exceeds the strike price of the Warrant Transactions. In connection with dividends paid during 2023, the strike price for the remaining Warrant Transactions decreased to \$ 15.60 .

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

14. Other Long-term Liabilities, Net

Other long-term liabilities, net, consisted of the following as of the periods indicated:

| (dollars in thousands)            | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|-----------------------------------|-------------------|-------------------|
| Accrued insurance liability       | \$ 26,616         | \$ 28,133         |
| Deferred compensation obligations | 34,800            | 31,608            |
| Other long-term liabilities       | 35,969            | 30,794            |
|                                   | <u>\$ 97,385</u>  | <u>\$ 90,535</u>  |

15. Stockholders' Equity

*Share Repurchases* - On February 7, 2023, the Company's Board of Directors (the "Board") approved a share repurchase program (the "2023 Share Repurchase Program") under which the Company is authorized to repurchase up to \$ 125.0 million of its outstanding common stock. The 2023 Share Repurchase Program will expire on August 7, 2024. As of December 31, 2023, \$ 70.0 million remained available for repurchase under the 2023 Share Repurchase Program.

Following is a summary of the shares repurchased during fiscal year 2023:

| (in thousands, except per share data) | NUMBER OF SHARES | AVERAGE REPURCHASE<br>PRICE PER SHARE | AMOUNT           |
|---------------------------------------|------------------|---------------------------------------|------------------|
| First fiscal quarter                  | 863              | \$ 23.92                              | \$ 20,645        |
| Second fiscal quarter                 | 619              | \$ 25.11                              | 15,539           |
| Third fiscal quarter                  | 590              | \$ 27.03                              | 15,956           |
| Fourth fiscal quarter                 | 735              | \$ 24.29                              | 17,860           |
| Total common stock repurchases (1)    | <u>2,807</u>     | <u>\$ 24.93</u>                       | <u>\$ 70,000</u> |

(1) Excludes \$ 0.1 million of excise tax on share repurchases. Subsequent to December 31, 2023, the Company repurchased 473 thousand shares of its common stock for \$ 12.5 million under the 2023 Share Repurchase Program under a Rule 10b5-1 plan.

In February 2024, the Company's Board canceled the remaining \$ 57.5 million of authorization under the 2023 Share Repurchase Program and approved a new \$ 350.0 million authorization (the "2024 Share Repurchase Program"). The 2024 Share Repurchase Program includes capacity above the Company's normal repurchase activity to provide flexibility in retiring the 2025 Notes at or prior to their May 2025 maturity. The 2024 Share Repurchase Program will expire on August 13, 2025.

*Dividends* - The Company declared and paid dividends per share during the periods presented as follows:

| (dollars in thousands, except per share data) | DIVIDENDS PER SHARE |                | AMOUNT           |                  |
|-----------------------------------------------|---------------------|----------------|------------------|------------------|
|                                               | FISCAL YEAR         |                | FISCAL YEAR      |                  |
|                                               | 2023                | 2022           | 2023             | 2022             |
| First fiscal quarter                          | \$ 0.24             | \$ 0.14        | \$ 21,014        | \$ 12,559        |
| Second fiscal quarter                         | 0.24                | 0.14           | 20,990           | 12,418           |
| Third fiscal quarter                          | 0.24                | 0.14           | 20,901           | 12,475           |
| Fourth fiscal quarter                         | 0.24                | 0.14           | 20,837           | 12,284           |
| Total cash dividends declared and paid        | <u>\$ 0.96</u>      | <u>\$ 0.56</u> | <u>\$ 83,742</u> | <u>\$ 49,736</u> |

In February 2024, the Board declared a quarterly cash dividend of \$ 0.24 per share, payable on March 20, 2024 to shareholders of record at the close of business on March 6, 2024 .

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

*Accumulated Other Comprehensive Loss ("AOCL")* - Following are the components of AOCL as of the periods indicated:

| (dollars in thousands)                     | DECEMBER 31, 2023     | DECEMBER 25, 2022     |
|--------------------------------------------|-----------------------|-----------------------|
| Foreign currency translation adjustment    | \$ ( 177,689 )        | \$ ( 185,311 )        |
| Unrealized loss on derivatives, net of tax | ( 615 )               | —                     |
| Accumulated other comprehensive loss       | <u>\$ ( 178,304 )</u> | <u>\$ ( 185,311 )</u> |

Following are the components of Other comprehensive income attributable to Bloomin' Brands for the periods indicated:

| (dollars in thousands)                                                          | FISCAL YEAR     |                  |                 |
|---------------------------------------------------------------------------------|-----------------|------------------|-----------------|
|                                                                                 | 2023            | 2022             | 2021            |
| Foreign currency translation adjustment                                         | \$ 7,622        | \$ 10,169        | \$ ( 6,597 )    |
| Change in fair value of derivatives, net of tax                                 | ( 606 )         | 573              | 86              |
| Reclassification realized in Net income, net of tax (1)                         | ( 9 )           | 954              | 7,392           |
| Impact of terminated interest rate swaps included in Net income, net of tax (1) | —               | 8,982            | 4,576           |
| (Loss) gain on derivatives, net of tax                                          | ( 615 )         | 10,509           | 12,054          |
| Other comprehensive income attributable to Bloomin' Brands                      | <u>\$ 7,007</u> | <u>\$ 20,678</u> | <u>\$ 5,457</u> |

(1) See Note 16 - *Derivative Instruments and Hedging Activities* for the tax impact of reclassifications and the terminated swaps.

#### 16. Derivative Instruments and Hedging Activities

*Interest Rate Risk* - The Company manages economic risks, including interest rate variability, primarily by managing the amount, sources and duration of its debt funding and through the use of derivative financial instruments. The Company's objectives in using interest rate derivatives are to manage its exposure to interest rate movements. To accomplish this objective, the Company uses interest rate swaps.

#### Designated Hedges

*Cash Flow Hedges of Interest Rate Risk* - In October 2018, the Company entered into variable-to-fixed interest rate swap agreements with 12 counterparties to hedge a portion of the cash flows of the Company's variable rate debt (the "2018 Swap Agreements"). The 2018 Swap Agreements had an aggregate notional amount of \$ 550.0 million and matured on November 30, 2022 . Under the terms of the 2018 Swap Agreements, the Company paid a weighted average fixed rate of 3.04 % on the notional amount and received payments from the counterparties based on the one-month LIBOR rate.

During 2021 and 2022, Company terminated its 2018 Swap Agreements for aggregate payments of approximately \$ 18.3 million, excluding accrued interest. Following these terminations, unrealized losses related to the terminated swap agreements included in AOCL were amortized on a straight-line basis to Interest expense, net over the remaining original term of the terminated swaps.

On December 5, 2023, OSI entered into six interest rate swap agreements with five counterparties (the "2023 Swap Transactions") to manage its exposure to fluctuations in variable interest rates. The 2023 Swap Transactions have an aggregate notional amount of \$ 200.0 million and include one and two-year tenors with the following terms:

| NOTIONAL AMOUNT | WEIGHTED AVERAGE FIXED INTEREST<br>RATE (1) | EFFECTIVE DATE    | TERMINATION DATE  |
|-----------------|---------------------------------------------|-------------------|-------------------|
| \$ 100,000,000  | 4.92 %                                      | December 29, 2023 | December 31, 2024 |
| \$ 100,000,000  | 4.34 %                                      | December 29, 2023 | December 31, 2025 |

(1) The weighted averaged fixed interest rate excludes the term SOFR adjustment and interest rate spread described below.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

In connection with the 2023 Swap Transactions, the Company effectively converted \$ 200 million of its outstanding indebtedness from the SOFR, plus a term SOFR adjustment of 0.10 % and a spread of 150 to 250 basis points to the weighted average fixed interest rates within the table above, plus a term SOFR adjustment of 0.10 % and a spread of 150 to 250 basis points. The 2023 Swap Transactions have an embedded floor of minus 0.10 %.

The 2023 Swap Transactions were designated and qualified as cash flow hedges, recognized on the Company's Consolidated Balance Sheet at fair value as of December 31, 2023 and classified based on the instruments' maturity dates. As of December 31, 2023, the Company estimated \$ 0.1 million of interest income will be reclassified to Interest expense, net over the next 12 months related to the 2023 Swap Transactions.

The following table presents the fair value and classification of the Company's swap agreements as of the period indicated:

| (dollars in thousands)                                     | DECEMBER 31, 2023 | CONSOLIDATED BALANCE SHEET CLASSIFICATION |
|------------------------------------------------------------|-------------------|-------------------------------------------|
| Interest rate swaps - asset (1)                            | \$ 320            | Other current assets, net                 |
| Interest rate swaps - liability                            | \$ 253            | Accrued and other current liabilities     |
| Interest rate swaps - liability                            | 893               | Other long-term liabilities, net          |
| Total fair value of derivative instruments - liability (1) | <u>\$ 1,146</u>   |                                           |

(1) See Note 18 - *Fair Value Measurements* for fair value discussion of the interest rate swaps.

The Company's interest rate swaps are subject to master netting arrangements. As of December 31, 2023, the Company elected not to offset derivative positions in the balance sheet with the same counterparty under the same agreement.

The following table summarizes the effects of the swap agreements on Net income for the periods indicated:

| (dollars in thousands)                                                    | FISCAL YEAR         |                      |
|---------------------------------------------------------------------------|---------------------|----------------------|
|                                                                           | 2022                | 2021                 |
| Interest rate swap agreements:                                            |                     |                      |
| Interest rate swap expense recognized in Interest expense, net            | \$ ( 1,284 )        | \$ ( 9,951 )         |
| Income tax benefit recognized in Provision for income taxes               | 330                 | 2,559                |
| Net effects of interest rate swap agreements                              | <u>\$ ( 954 )</u>   | <u>\$ ( 7,392 )</u>  |
| Terminated interest rate swap agreements:                                 |                     |                      |
| Terminated interest rate swap expense recognized in Interest expense, net | \$ ( 12,115 )       | \$ ( 6,160 )         |
| Income tax benefit recognized in Provision for income taxes               | 3,133               | 1,584                |
| Net effects of terminated interest rate swap agreements                   | <u>\$ ( 8,982 )</u> | <u>\$ ( 4,576 )</u>  |
| Total net effects on Net income                                           | <u>\$ ( 9,936 )</u> | <u>\$ ( 11,968 )</u> |

By utilizing the interest rate swaps, the Company was exposed to credit-related losses in the event that the counterparty failed to perform under the terms of the derivative contract. To mitigate this risk, the Company entered into derivative contracts with major financial institutions based upon credit ratings and other factors. The Company continually assessed the creditworthiness of its counterparties. As of December 31, 2023, all counterparties to the interest rate swaps performed in accordance with their contractual obligations.

The Company has agreements with each of its derivative counterparties that contain a provision where the Company could be declared in default on its derivative obligations if the repayment of the underlying indebtedness is accelerated by the lender due to the Company's default on indebtedness.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

As of December 31, 2023, the fair value of the Company's interest rate swaps was in a net liability position, including accrued interest but excluding any adjustment for nonperformance risk, of \$ 0.8 million. As of December 31, 2023, the Company has not posted any collateral related to these agreements. If the Company had breached any of these provisions as of December 31, 2023, it could have been required to settle its obligations under the agreements at their termination value of \$ 0.8 million.

**17. Leases**

The following table includes a detail of lease assets and liabilities included on the Company's Consolidated Balance Sheets as of the periods indicated:

| (dollars in thousands)                      | CONSOLIDATED BALANCE SHEET CLASSIFICATION | DECEMBER 31, 2023   | DECEMBER 25, 2022   |
|---------------------------------------------|-------------------------------------------|---------------------|---------------------|
| Operating lease right-of-use assets         | Operating lease right-of-use assets       | \$ 1,084,951        | \$ 1,103,083        |
| Finance lease right-of-use assets (1)       | Property, fixtures and equipment, net     | 9,941               | 4,679               |
| Total lease assets, net                     |                                           | <u>\$ 1,094,892</u> | <u>\$ 1,107,762</u> |
| Current operating lease liabilities         | Current operating lease liabilities       | \$ 175,442          | \$ 183,510          |
| Current finance lease liabilities           | Accrued and other current liabilities     | 3,197               | 1,636               |
| Non-current operating lease liabilities (2) | Non-current operating lease liabilities   | 1,131,639           | 1,148,379           |
| Non-current finance lease liabilities       | Other long-term liabilities, net          | 7,414               | 3,149               |
| Total lease liabilities                     |                                           | <u>\$ 1,317,692</u> | <u>\$ 1,336,674</u> |

(1) Net of accumulated amortization of \$ 4.7 million and \$ 3.6 million as December 31, 2023 and December 25, 2022, respectively.

(2) For 2022, excludes immaterial COVID-19-related deferred rent accruals.

Following is a summary of expenses and income related to leases recognized in the Company's Consolidated Statements of Operations and Comprehensive Income for the periods indicated:

| (dollars in thousands)        | CONSOLIDATED STATEMENTS OF OPERATIONS AND<br>COMPREHENSIVE INCOME CLASSIFICATION | FISCAL YEAR       |                   |                   |
|-------------------------------|----------------------------------------------------------------------------------|-------------------|-------------------|-------------------|
|                               |                                                                                  | 2023              | 2022              | 2021              |
| Operating lease cost (1)      | Other restaurant operating                                                       | \$ 182,361        | \$ 182,091        | \$ 178,733        |
| Variable lease cost (2)       | Other restaurant operating                                                       | 7,467             | 6,508             | 4,350             |
| Finance lease costs:          |                                                                                  |                   |                   |                   |
| Amortization of leased assets | Depreciation and amortization                                                    | 2,252             | 1,420             | 1,079             |
| Interest on lease liabilities | Interest expense, net                                                            | 694               | 172               | 129               |
| Sublease revenue              | Franchise and other revenues                                                     | ( 7,665 )         | ( 9,016 )         | ( 9,396 )         |
| Lease costs, net              |                                                                                  | <u>\$ 185,109</u> | <u>\$ 181,175</u> | <u>\$ 174,895</u> |

(1) Excludes rent expense for office facilities and Company-owned closed or subleased properties of \$ 12.3 million, \$ 12.2 million and \$ 12.9 million for 2023, 2022 and 2021, respectively, which is included in General and administrative expense. Also excludes certain immaterial supply chain related rent expense included in Food and beverage costs for 2021.

(2) Includes COVID-19-related rent abatements in 2021.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

As of December 31, 2023, future minimum lease payments and sublease revenues under non-cancelable leases are as follows:

| (dollars in thousands)                      | OPERATING<br>LEASES | FINANCE<br>LEASES | SUBLEASE<br>REVENUES |
|---------------------------------------------|---------------------|-------------------|----------------------|
| 2024 (1)                                    | \$ 182,732          | \$ 3,311          | \$ ( 5,893 )         |
| 2025                                        | 185,309             | 1,859             | ( 5,421 )            |
| 2026                                        | 183,345             | 1,392             | ( 5,356 )            |
| 2027                                        | 174,157             | 1,275             | ( 5,362 )            |
| 2028                                        | 166,173             | 697               | ( 5,416 )            |
| Thereafter                                  | 1,397,122           | 7,393             | ( 33,888 )           |
| Total minimum lease payments (receipts) (2) | 2,288,838           | 15,927            | \$ ( 61,336 )        |
| Less: Interest                              | ( 981,757 )         | ( 5,316 )         |                      |
| Present value of future lease payments      | \$ 1,307,081        | \$ 10,611         |                      |

(1) Net of operating lease prepaid rent of \$ 15.2 million.

(2) Includes \$ 945.4 million related to operating lease renewal options that are reasonably certain of exercise and excludes \$ 216.7 million of signed operating leases that have not yet commenced.

The following table is a summary of the weighted average remaining lease terms and weighted average discount rates of the Company's leases as of the periods indicated:

|                                            | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|--------------------------------------------|-------------------|-------------------|
| Weighted average remaining lease term (1): |                   |                   |
| Operating leases                           | 13.1 years        | 13.2 years        |
| Finance leases                             | 9.5 years         | 5.4 years         |
| Weighted average discount rate (2):        |                   |                   |
| Operating leases                           | 8.50 %            | 8.44 %            |
| Finance leases                             | 8.11 %            | 6.63 %            |

(1) Includes lease renewal options that are reasonably certain of exercise.

(2) Based on the Company's incremental borrowing rate at lease commencement or lease remeasurement.

The following table is a summary of cash flow impacts to the Company's Consolidated Financial Statements related to its leases for the periods indicated:

| (dollars in thousands)                                                           | FISCAL YEAR |            |            |
|----------------------------------------------------------------------------------|-------------|------------|------------|
|                                                                                  | 2023        | 2022       | 2021       |
| Cash flows from operating activities:                                            |             |            |            |
| Cash paid for amounts included in the measurement of operating lease liabilities | \$ 197,394  | \$ 193,822 | \$ 205,253 |

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

18. Fair Value Measurements

*Fair Value Measurements on a Recurring Basis* - The following table summarizes the Company's financial assets and liabilities measured at fair value by hierarchy level on a recurring basis as of the periods indicated:

| (dollars in thousands)                                   | DECEMBER 31, 2023 |                  |                 | DECEMBER 25, 2022 |                 |
|----------------------------------------------------------|-------------------|------------------|-----------------|-------------------|-----------------|
|                                                          | TOTAL             | LEVEL 1          | LEVEL 2         | TOTAL             | LEVEL 1         |
| <b>Assets:</b>                                           |                   |                  |                 |                   |                 |
| Cash equivalents:                                        |                   |                  |                 |                   |                 |
| Fixed income funds                                       | \$ 12,837         | \$ 12,837        | \$ —            | \$ 3,301          | \$ 3,301        |
| Money market funds                                       | 11,083            | 11,083           | —               | 4,786             | 4,786           |
| Restricted cash equivalents:                             |                   |                  |                 |                   |                 |
| Money market funds                                       | 2,854             | 2,854            | —               | —                 | —               |
| Other current assets, net:                               |                   |                  |                 |                   |                 |
| Derivative instruments - interest rate swaps             | 320               | —                | 320             | —                 | —               |
| <b>Total asset recurring fair value measurements</b>     | <b>\$ 27,094</b>  | <b>\$ 26,774</b> | <b>\$ 320</b>   | <b>\$ 8,087</b>   | <b>\$ 8,087</b> |
| <b>Liabilities:</b>                                      |                   |                  |                 |                   |                 |
| Accrued and other current liabilities:                   |                   |                  |                 |                   |                 |
| Derivative instruments - interest rate swaps             | \$ 253            | \$ —             | \$ 253          | \$ —              | \$ —            |
| Other long-term liabilities:                             |                   |                  |                 |                   |                 |
| Derivative instruments - interest rate swaps             | 893               | —                | 893             | —                 | —               |
| <b>Total liability recurring fair value measurements</b> | <b>\$ 1,146</b>   | <b>\$ —</b>      | <b>\$ 1,146</b> | <b>\$ —</b>       | <b>\$ —</b>     |

Fair value of each class of financial instruments is determined based on the following:

| FINANCIAL INSTRUMENT                      | METHODS AND ASSUMPTIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fixed income funds and Money market funds | Carrying value approximates fair value because maturities are less than three months.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Derivative instruments                    | The Company's derivative instruments include interest rate swaps. Fair value measurements are based on the contractual terms of the derivatives and observable market-based inputs. The interest rate swaps are valued using a discounted cash flow analysis on the expected cash flows of each derivative using observable inputs including interest rate curves and credit spreads. The Company also considered its own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. As of December 31, 2023, the Company determined that the credit valuation adjustments were not significant to the overall valuation of its derivatives. |

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

*Fair Value Measurements on a Nonrecurring Basis* - Assets and liabilities that are measured at fair value on a nonrecurring basis relate primarily to property, fixtures and equipment, operating lease right-of-use assets, goodwill and other intangible assets, which are remeasured when carrying value exceeds fair value. Carrying value after impairment approximates fair value. The following table summarizes the Company's assets measured at fair value by hierarchy level on a nonrecurring basis for the periods indicated:

| (dollars in thousands)                  | 2023                           |                     | 2022                           |                     | 2021                           |                     |
|-----------------------------------------|--------------------------------|---------------------|--------------------------------|---------------------|--------------------------------|---------------------|
|                                         | REMAINING<br>CARRYING<br>VALUE | TOTAL<br>IMPAIRMENT | REMAINING<br>CARRYING<br>VALUE | TOTAL<br>IMPAIRMENT | REMAINING<br>CARRYING<br>VALUE | TOTAL<br>IMPAIRMENT |
| Operating lease right-of-use assets (1) | \$ 4,057                       | \$ 10,210           | \$ 2,219                       | \$ 1,233            | \$ 8,647                       | \$ 3,950            |
| Property, fixtures and equipment (2)    | 4,623                          | 30,202              | 2,807                          | 4,253               | 11,647                         | 8,445               |
| Goodwill and other assets (3)           | —                              | —                   | —                              | —                   | —                              | 1,006               |
|                                         | <u>\$ 8,680</u>                | <u>\$ 40,412</u>    | <u>\$ 5,026</u>                | <u>\$ 5,486</u>     | <u>\$ 20,294</u>               | <u>\$ 13,401</u>    |

- (1) Carrying values measured using discounted cash flow models (Level 3). Refer to Note 4 - *Impairments and Exit Costs* for a more detailed discussion of impairments.
- (2) Carrying values measured using Level 2 inputs to estimate fair value totaled \$ 1.2 million and \$ 1.4 million for 2023 and 2021, respectively. All other assets were valued using Level 3 inputs. Third-party market appraisals (Level 2) and discounted cash flow models (Level 3) were used to estimate the fair value. Refer to Note 4 - *Impairments and Exit Costs* for a more detailed discussion of impairments.
- (3) Other assets were generally measured using the quoted market value of comparable assets (Level 2).

*Fair Value of Financial Instruments* - The Company's non-derivative financial instruments consist of cash equivalents, accounts receivable, accounts payable and long-term debt. The fair values of cash equivalents, accounts receivable and accounts payable approximate their carrying amounts reported on its Consolidated Balance Sheets due to their short duration.

Debt is carried at amortized cost; however, the Company estimates the fair value of debt for disclosure purposes. The following table includes the carrying value and fair value of the Company's debt by hierarchy level as of the periods indicated:

| (dollars in thousands)                                     | DECEMBER 31, 2023 |                    | DECEMBER 25, 2022 |                    |
|------------------------------------------------------------|-------------------|--------------------|-------------------|--------------------|
|                                                            | CARRYING VALUE    | FAIR VALUE LEVEL 2 | CARRYING VALUE    | FAIR VALUE LEVEL 2 |
| Senior secured credit facility - revolving credit facility | \$ 381,000        | \$ 381,000         | \$ 430,000        | \$ 430,000         |
| 2025 Notes                                                 | \$ 104,786        | \$ 265,896         | \$ 105,000        | \$ 198,843         |
| 2029 Notes                                                 | \$ 300,000        | \$ 277,809         | \$ 300,000        | \$ 260,265         |

## 19. Allowance for Expected Credit Losses

The following table is a rollforward of the Company's trade receivables allowance for expected credit losses for the periods indicated:

| (dollars in thousands)                                        | FISCAL YEAR     |                 |                 |
|---------------------------------------------------------------|-----------------|-----------------|-----------------|
|                                                               | 2023            | 2022            | 2021            |
| Allowance for expected credit losses, beginning of the period | \$ 5,451        | \$ 4,050        | \$ 4,095        |
| Provision for expected credit losses                          | —               | 1,547           | 64              |
| Charge-off of accounts                                        | ( 147 )         | ( 146 )         | ( 109 )         |
| Allowance for expected credit losses, end of the period       | <u>\$ 5,304</u> | <u>\$ 5,451</u> | <u>\$ 4,050</u> |

The Company is also exposed to credit losses from off-balance sheet lease guarantees primarily related to the divestiture of certain formerly Company-owned restaurant sites. See Note 21 - *Commitments and Contingencies* for details regarding these lease guarantees.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

**20. Income Taxes**

The following table presents the domestic and foreign components of Income before provision for income taxes for the periods indicated:

| (dollars in thousands)                   | FISCAL YEAR       |                   |                   |
|------------------------------------------|-------------------|-------------------|-------------------|
|                                          | 2023              | 2022              | 2021              |
| Domestic                                 | \$ 235,357        | \$ 134,465        | \$ 258,202        |
| Foreign                                  | 37,618            | 17,442            | ( 8,905 )         |
| Income before provision for income taxes | <u>\$ 272,975</u> | <u>\$ 151,907</u> | <u>\$ 249,297</u> |

Provision for income taxes consisted of the following for the periods indicated:

| (dollars in thousands)        | FISCAL YEAR      |                  |                  |
|-------------------------------|------------------|------------------|------------------|
|                               | 2023             | 2022             | 2021             |
| Current provision (benefit):  |                  |                  |                  |
| Federal                       | \$ 17,514        | \$ 13,026        | \$ 16,951        |
| State                         | 10,788           | 10,576           | 10,917           |
| Foreign                       | ( 1,918 )        | 5,354            | 1,862            |
|                               | <u>26,384</u>    | <u>28,956</u>    | <u>29,730</u>    |
| Deferred (benefit) provision: |                  |                  |                  |
| Federal                       | ( 2,787 )        | 5,172            | ( 2,057 )        |
| State                         | 944              | 3,470            | 1,194            |
| Foreign                       | ( 5,980 )        | 5,106            | ( 2,483 )        |
|                               | <u>( 7,823 )</u> | <u>13,748</u>    | <u>( 3,346 )</u> |
| Provision for income taxes    | <u>\$ 18,561</u> | <u>\$ 42,704</u> | <u>\$ 26,384</u> |

**Effective Income Tax Rate** - The reconciliation of income taxes calculated at the United States federal tax statutory rate to the Company's effective income tax rate is as follows for the periods indicated:

|                                                                       | FISCAL YEAR  |               |               |
|-----------------------------------------------------------------------|--------------|---------------|---------------|
|                                                                       | 2023         | 2022          | 2021          |
| Income taxes at federal statutory rate                                | 21.0 %       | 21.0 %        | 21.0 %        |
| State and local income taxes, net of federal benefit                  | 3.4          | 7.3           | 3.8           |
| Employment-related credits, net                                       | ( 13.5 )     | ( 22.4 )      | ( 13.2 )      |
| Brazil tax legislation                                                | ( 7.7 )      | 0.2           | —             |
| Income tax exemption on certain Brazil state value added tax benefits | ( 1.8 )      | —             | —             |
| Net changes in deferred tax valuation allowances                      | ( 0.8 )      | ( 2.8 )       | ( 0.7 )       |
| Non-deductible loss on 2025 Notes Partial Repurchase                  | —            | 18.0          | —             |
| Non-deductible expenses                                               | 2.7          | 2.8           | 2.3           |
| Foreign tax rate differential                                         | 2.1          | 2.3           | ( 0.2 )       |
| U.S. tax on foreign earnings - GILTI                                  | 1.8          | 1.6           | —             |
| Tax settlements and related adjustments                               | 0.1          | ( 0.1 )       | ( 1.7 )       |
| Other, net                                                            | ( 0.5 )      | 0.2           | ( 0.7 )       |
| Total                                                                 | <u>6.8 %</u> | <u>28.1 %</u> | <u>10.6 %</u> |

The net decrease in the effective income tax rate in 2023 as compared to 2022 was primarily a result of the 2022 non-deductible losses associated with the 2025 Notes Partial Repurchase and the 2023 benefits of Brazil tax legislation, which includes a temporary reduction in the Brazilian income tax rate from 34 % to 0 %.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

The net increase in the effective income tax rate in 2022 as compared to 2021 was primarily due to the non-deductible losses associated with the 2025 Notes Partial Repurchase recorded during 2022.

In the U.S., a restaurant company employer may claim a credit against its federal income taxes for FICA taxes paid on certain tipped wages (the "FICA tax credit"). The level of FICA tax credits is primarily driven by U.S. Restaurant sales and is not impacted by costs incurred that may reduce Income before provision for income taxes.

The Company has a blended federal and state statutory rate of approximately 26 %. The effective income tax rate for 2023 was lower than the blended federal and state statutory rate primarily due to the benefit of FICA tax credits on certain tipped wages and benefits of Brazil tax legislation, which includes a temporary reduction in the Brazilian income tax rate from 34 % to 0 %.

*Deferred Tax Assets and Liabilities* - The income tax effects of temporary differences that give rise to significant portions of deferred income tax assets and liabilities are as follows as of the periods indicated:

| (dollars in thousands)                                                         | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|--------------------------------------------------------------------------------|-------------------|-------------------|
| Deferred income tax assets:                                                    |                   |                   |
| Operating lease liabilities                                                    | \$ 339,783        | \$ 346,482        |
| Insurance reserves                                                             | 14,184            | 15,695            |
| Unearned revenue                                                               | 55,746            | 52,366            |
| Deferred compensation                                                          | 12,210            | 14,726            |
| Net operating loss carryforwards                                               | 12,729            | 14,277            |
| Federal tax credit carryforwards                                               | 177,775           | 165,411           |
| Other, net (1)                                                                 | 14,334            | 12,248            |
| Gross deferred income tax assets                                               | 626,761           | 621,205           |
| Less: valuation allowance                                                      | ( 10,583 )        | ( 12,664 )        |
| Deferred income tax assets, net of valuation allowance                         | 616,178           | 608,541           |
| Deferred income tax liabilities:                                               |                   |                   |
| Less: operating lease right-of-use asset basis differences                     | ( 277,376 )       | ( 284,701 )       |
| Less: property, fixtures and equipment basis differences                       | ( 66,370 )        | ( 63,344 )        |
| Less: intangible asset basis differences                                       | ( 113,027 )       | ( 109,162 )       |
| Deferred income tax assets, net                                                | \$ 159,405        | \$ 151,334        |
| Reported as:                                                                   |                   |                   |
| Deferred income tax assets                                                     | \$ 159,405        | \$ 153,118        |
| Deferred income tax liabilities (included in Other long-term liabilities, net) | —                 | ( 1,784 )         |
| Net deferred tax assets                                                        | \$ 159,405        | \$ 151,334        |

(1) As of December 31, 2023 and December 25, 2022, the Company maintained deferred tax liabilities for state income taxes on historical foreign earnings of \$ 0.5 million and \$ 0.3 million, respectively.

As of December 31, 2023, valuation allowances against deferred tax assets in the U.S. and in certain foreign jurisdictions totaled \$ 0.4 million and \$ 10.2 million, respectively. The Company will maintain the valuation allowances in each applicable tax jurisdiction until it determines it is more likely than not the deferred tax assets will be realized. The net change in the deferred tax valuation allowance in 2023 is primarily attributable to net operating loss carryforwards in certain foreign jurisdictions with full valuation allowances recorded that expired or are no longer available to the Company.

In September 2022, the Company's Brazilian subsidiary received a preliminary injunction authorizing it to benefit from the exemptions enacted by Law 14,148/2021 which provides for emergency and temporary actions that grant certain industries a 100 % exemption from income tax (IRPJ and CSLL) and federal value added taxes (PIS and COFINS) for a five-year period. The injunction was issued as part of an ongoing lawsuit initiated by the Company's

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

Brazilian subsidiary due to the uncertainty regarding the restaurant industry's eligibility for the exemptions under this legislation.

The benefits of the Brazil tax legislation include an increase in revenues as a result of not being required to remit certain PIS and COFINS during the exemption period. The increase in revenues is partially offset by higher costs in several financial statement line items that were previously reduced by PIS and COFINS tax credits that were generated during the exemption period. Benefits of this legislation also initially included a reduction in the Brazilian income tax rate from 34 % to 0 % for a period of five years on certain income earned in Brazil. Benefits began in the thirteen weeks ended December 25, 2022. The tax benefit attributable to the Brazil tax legislation, including both income tax and PIS and COFINS, was approximately \$ 23.6 million for the year ended December 31, 2023. The benefit of the Brazil tax legislation on GAAP diluted earnings per share was approximately \$ 0.25 for the year ended December 31, 2023.

In May 2023, Brazil enacted tax legislation that prospectively limits the Company's ability to benefit from the 100 % exemption from income tax (IRPJ and CSLL) and federal value added taxes (PIS and COFINS) for the full five-year period (the "May 2023 Brazil tax legislation"). As a result of this legislation, the Company is subject to PIS and COFINS and CSLL beginning in the fourth quarter of 2023 and IRPJ beginning in 2024.

On January 24, 2024, the Company's Brazilian subsidiary received an unfavorable second level court ruling related to its ongoing litigation regarding its eligibility for tax exemptions under the Brazil tax legislation. The Company will appeal this ruling and in connection with the appeal anticipates making a cash judicial deposit of approximately \$ 45.0 million to \$ 50.0 million during the first half of 2024, which includes the disputed amounts through December 31, 2023. The judicial deposit will be recorded in Other assets, net, on the Company's Consolidated Balance Sheet. The Company believes that it will more likely than not prevail in this appeal and accordingly has not recorded any expense or liability for the disputed amounts.

*Undistributed Earnings* - As of December 31, 2023, the Company had aggregate undistributed foreign earnings of approximately \$ 42.6 million. These earnings may be repatriated to the U.S. without additional material U.S. federal income tax. These amounts are not considered indefinitely reinvested in the Company's foreign subsidiaries.

The Company has not recorded a deferred tax liability on the financial statement carrying amount over the tax basis of its investments in foreign subsidiaries because the Company continues to assert that it is indefinitely reinvested in its underlying investments in foreign subsidiaries. The determination of any unrecorded deferred tax liability on this amount is not practicable due to the uncertainty of how these investments would be recovered.

*Tax Carryforwards* - The amount and expiration dates of tax loss carryforwards and credit carryforwards as of December 31, 2023 are as follows:

| (dollars in thousands)           | EXPIRATION DATE   | AMOUNT     |
|----------------------------------|-------------------|------------|
| Federal tax credit carryforwards | 2026 - 2043       | \$ 190,169 |
| Foreign loss carryforwards       | 2024 - Indefinite | \$ 55,794  |
| Foreign credit carryforwards     | Indefinite        | \$ 864     |

As of December 31, 2023, the Company had \$ 188.3 million in general business tax credit carryforwards, which have a 20-year carryforward period and are utilized on a first-in, first-out basis. The Company currently expects to utilize these tax credit carryforwards within a 10 -year period. However, the Company's ability to utilize these tax credits could be adversely impacted by, among other items, a future "ownership change" as defined under Section 382 of the Internal Revenue Code.

*Unrecognized Tax Benefits* - As of December 31, 2023 and December 25, 2022, the liability for unrecognized tax benefits was \$ 17.2 million and \$ 18.3 million, respectively. Of the total amount of unrecognized tax benefits, including accrued interest and penalties, \$ 16.7 million and \$ 17.9 million, respectively, if recognized, would impact the Company's effective income tax rate.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

The following table summarizes the activity related to the Company's unrecognized tax benefits for the periods indicated:

| (dollars in thousands)                                      | FISCAL YEAR |           |           |
|-------------------------------------------------------------|-------------|-----------|-----------|
|                                                             | 2023        | 2022      | 2021      |
| Balance, beginning of the period                            | \$ 18,258   | \$ 19,238 | \$ 25,524 |
| Additions for tax positions taken during a prior period     | 42          | 114       | 166       |
| Reductions for tax positions taken during a prior period    | ( 601 )     | ( 401 )   | ( 4,209 ) |
| Additions for tax positions taken during the current period | 1,507       | 1,100     | 1,292     |
| Settlements with taxing authorities                         | —           | ( 375 )   | ( 2,674 ) |
| Lapses in the applicable statutes of limitations            | ( 2,037 )   | ( 1,424 ) | ( 854 )   |
| Translation adjustments                                     | 3           | 6         | ( 7 )     |
| Balance, end of the period                                  | \$ 17,172   | \$ 18,258 | \$ 19,238 |

The Company had approximately \$ 0.5 million and \$ 0.8 million accrued for the payment of interest and penalties as of December 31, 2023 and December 25, 2022, respectively. The Company recognized immaterial interest and penalties related to uncertain tax positions in the Provision for income taxes, for all periods presented.

In many cases, the Company's uncertain tax positions are related to tax years that remain subject to examination by relevant taxable authorities. Based on the outcome of these examinations, or a result of the expiration of the statute of limitations for specific jurisdictions, it is reasonably possible that the related recorded unrecognized tax benefits for tax positions taken on previously filed tax returns will change by approximately \$ 0.5 million to \$ 1.0 million within the next 12 months.

*Open Tax Years* - Following is a summary of the open audit years by jurisdiction as of December 31, 2023:

|                         | OPEN AUDIT YEARS |
|-------------------------|------------------|
| United States - federal | 2007 - 2022      |
| United States - state   | 2009 - 2022      |
| Foreign                 | 2015 - 2022      |

## 21. Commitments and Contingencies

*Lease Guarantees* - The Company assigned its interest, and is contingently liable, under certain real estate leases. These leases have varying terms, the latest of which expires in 2032. As of December 31, 2023, the undiscounted payments the Company could be required to make in the event of non-payment by the primary lessees was approximately \$ 19.7 million. The present value of these potential payments discounted at the Company's incremental borrowing rate as of December 31, 2023 was approximately \$ 15.0 million. In the event of default, the indemnity clauses in the Company's purchase and sale agreements govern its ability to pursue and recover damages incurred. As of December 31, 2023 and December 25, 2022, the Company's recorded contingent lease liability was \$ 5.3 million and \$ 6.2 million, respectively.

*Purchase Obligations* - Purchase obligations were \$ 196.8 million and \$ 226.6 million as of December 31, 2023 and December 25, 2022, respectively. These purchase obligations are primarily due within three years, however commitments with various vendors extend through December 2030. Outstanding commitments consist primarily of inventory, fixtures and equipment and technology. In 2023, the Company purchased: (i) more than 95 % of its U.S. beef raw materials from four beef suppliers that represent a significant portion of the total beef marketplace in the U.S and (ii) more than 80 % of its Brazil pork raw materials from four pork suppliers that represent more than 45 % of the total pork marketplace in Brazil.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

*Litigation and Other Matters* - The Company is subject to legal proceedings, claims and liabilities, such as liquor liability, slip and fall cases, wage and hour and other employment-related litigation, which arise in the ordinary course of business. A reserve is recorded when it is both: (i) probable that a loss has occurred and (ii) the amount of loss can be reasonably estimated. The Company evaluates, on a quarterly basis, developments in legal proceedings that could cause an increase or decrease in the amount of the reserve that has been previously recorded, or a revision to the disclosed estimated range of possible losses, as applicable.

The Company's legal proceedings range from cases brought by a single plaintiff to threatened class actions with many putative class members. While some matters pending against the Company specify the damages claimed by the plaintiff or class, many seek unspecified amounts or are at very early stages of the legal process. Even when the amount of damages claimed against the Company are stated, the claimed amount may be exaggerated, unsupported or unrelated to possible outcomes, and as such, are not meaningful indicators of the Company's potential liability or financial exposure. As a result, some matters have not yet progressed sufficiently through discovery or development of important factual information and legal issues to enable the Company to estimate an amount of loss or a range of possible loss.

The Company intends to defend itself in legal matters. Some of these matters may be covered, at least in part, by insurance if they exceed specified retention or deductible amounts. However, it is possible that claims may be denied by the Company's insurance carriers, the Company may be required by its insurance carriers to contribute to the payment of claims, or the Company's insurance coverage may not continue to be available on acceptable terms or in sufficient amounts. The Company records receivables from third party insurers when recovery has been determined to be probable. The Company believes that the ultimate determination of liability in connection with legal claims pending against the Company, if any, in excess of amounts already provided for such matters in the consolidated financial statements, will not have a material adverse effect on its business, annual results of operations, liquidity or financial position. However, it is possible that the Company's business, results of operations, liquidity or financial condition could be materially affected in a particular future reporting period by the unfavorable resolution of one or more matters or contingencies during such period.

In recent years, certain subsidiaries of the Company were named in collective actions alleging violations of the Fair Labor Standards Act and state wage and hour laws. For these and other matters, the Company recorded reserves of \$ 13.3 million and \$ 15.1 million for certain of its outstanding legal proceedings as of December 31, 2023 and December 25, 2022, respectively, within Accrued and other current liabilities on its Consolidated Balance Sheets. While the Company believes that additional losses beyond these accruals are reasonably possible, it cannot estimate a possible loss contingency or range of reasonably possible loss contingencies beyond these accruals. During 2023, 2022 and 2021, the Company recognized (\$ 0.2 ) million, \$ 9.4 million and \$ 5.4 million, respectively, in Other restaurant operating expense in the Company's Consolidated Statements of Operations and Comprehensive Income for certain legal reserves and settlements.

*Royalty Termination* - On August 2, 2021, wholly-owned subsidiaries of the Company entered into the Purchase and Sale of Royalty Payment Stream and Termination of Royalty Agreement (the "Royalty Termination Agreement") with the Carrabba's Italian Grill founders (the "Carrabba's Founders"), pursuant to which the Company's obligation to pay future royalties on U.S. Carrabba's Italian Grill restaurant sales and lump sum royalty fees on Carrabba's Italian Grill (and Abbraccio) restaurants opened outside the U.S. was terminated. Upon execution of the Royalty Termination Agreement, the Company made a cash payment of \$ 61.9 million to the Carrabba's Founders, which was recorded in Other restaurant operating expense in its Consolidated Statements of Operations and Comprehensive Income during 2021.

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

*Insurance* - As of December 31, 2023, the future undiscounted payments the Company expects for workers' compensation, general liability and health insurance claims are as follows:

(dollars in thousands)

|            |           |               |
|------------|-----------|---------------|
| 2024       | \$        | 19,689        |
| 2025       |           | 11,105        |
| 2026       |           | 7,546         |
| 2027       |           | 4,154         |
| 2028       |           | 2,285         |
| Thereafter |           | 7,715         |
|            | <b>\$</b> | <b>52,494</b> |

The following is a reconciliation of the expected aggregate undiscounted reserves to the discounted reserves for insurance claims recognized on the Company's Consolidated Balance Sheets as of the periods indicated:

(dollars in thousands)

|                                                                              | DECEMBER 31, 2023 | DECEMBER 25, 2022 |
|------------------------------------------------------------------------------|-------------------|-------------------|
| Undiscounted reserves                                                        | \$ 52,494         | \$ 55,364         |
| Discount (1)                                                                 | ( 6,568 )         | ( 6,299 )         |
| Discounted reserves                                                          | <b>\$ 45,926</b>  | <b>\$ 49,065</b>  |
| Discounted reserves recognized on the Company's Consolidated Balance Sheets: |                   |                   |
| Accrued and other current liabilities                                        | \$ 19,310         | \$ 20,932         |
| Other long-term liabilities, net                                             | 26,616            | 28,133            |
|                                                                              | <b>\$ 45,926</b>  | <b>\$ 49,065</b>  |

(1) Discount rates of 5.13 % and 4.47 % were used for December 31, 2023 and December 25, 2022 , respectively.

## 22. Segment Reporting

The Company considers each of its restaurant concepts and international markets as operating segments, which reflects how the Company manages its business, reviews operating performance and allocates resources. Resources are allocated and performance is assessed by the Company's Chief Executive Officer, whom the Company has determined to be its CODM. The Company aggregates its operating segments into two reportable segments, U.S. and international. The U.S. segment includes all restaurants operating in the U.S. while restaurants operating outside the U.S. are included in the international segment.

The following is a summary of reporting segments:

| REPORTABLE SEGMENT (1) | CONCEPT                                                                                                   | GEOGRAPHIC LOCATION               |
|------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------|
| U.S.                   | Outback Steakhouse<br>Carrabba's Italian Grill<br>Bonefish Grill<br>Fleming's Prime Steakhouse & Wine Bar | United States of America          |
| International          | Outback Steakhouse<br>Carrabba's Italian Grill (Abbraccio)                                                | Brazil, Hong Kong/China<br>Brazil |

(1) Includes franchise locations.

Segment accounting policies are the same as those described in Note 2 - *Summary of Significant Accounting Policies*. Revenues for all segments include only transactions with customers and exclude intersegment revenues. Excluded from Income from operations for U.S. and international are certain legal and corporate costs not directly

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

related to the performance of the segments, most stock-based compensation expenses, a portion of insurance expenses and certain bonus expenses.

The following table details Total revenues by segment and major geographic area for the periods indicated:

| (dollars in thousands) | FISCAL YEAR         |                     |                     |
|------------------------|---------------------|---------------------|---------------------|
|                        | 2023                | 2022                | 2021                |
| U.S.                   | \$ 4,053,599        | \$ 3,911,870        | \$ 3,759,981        |
| International (1)      |                     |                     |                     |
| Brazil                 | 529,670             | 448,411             | 297,167             |
| Other                  | 88,201              | 56,227              | 65,237              |
| Total revenues         | <u>\$ 4,671,470</u> | <u>\$ 4,416,508</u> | <u>\$ 4,122,385</u> |

(1) International revenues are defined as revenues generated from restaurant sales originating in a country other than the U.S.

The following table is a summary of Depreciation and amortization expense by segment for the periods indicated:

| (dollars in thousands)              | FISCAL YEAR       |                   |                   |
|-------------------------------------|-------------------|-------------------|-------------------|
|                                     | 2023              | 2022              | 2021              |
| Depreciation and amortization       |                   |                   |                   |
| U.S.                                | \$ 157,878        | \$ 139,170        | \$ 134,243        |
| International                       | 25,430            | 23,397            | 22,649            |
| Corporate                           | 7,863             | 7,050             | 6,499             |
| Total depreciation and amortization | <u>\$ 191,171</u> | <u>\$ 169,617</u> | <u>\$ 163,391</u> |

The following table is a reconciliation of segment income from operations to Income before provision for income taxes for the periods indicated:

| (dollars in thousands)                            | FISCAL YEAR       |                   |                   |
|---------------------------------------------------|-------------------|-------------------|-------------------|
|                                                   | 2023              | 2022              | 2021              |
| Segment income from operations                    |                   |                   |                   |
| U.S.                                              | \$ 377,534        | \$ 407,860        | \$ 443,887        |
| International                                     | 83,948            | 57,333            | 16,657            |
| Total segment income from operations              | 461,482           | 465,193           | 460,544           |
| Unallocated corporate operating expense           | ( 136,338 )       | ( 134,772 )       | ( 151,586 )       |
| Total income from operations                      | 325,144           | 330,421           | 308,958           |
| Loss on extinguishment and modification of debt   | —                 | ( 107,630 )       | ( 2,073 )         |
| Loss on fair value adjustment of derivatives, net | —                 | ( 17,685 )        | —                 |
| Interest expense, net                             | ( 52,169 )        | ( 53,199 )        | ( 57,588 )        |
| Income before provision for income taxes          | <u>\$ 272,975</u> | <u>\$ 151,907</u> | <u>\$ 249,297</u> |

The following table is a summary of capital expenditures by segment for the periods indicated:

| (dollars in thousands)     | FISCAL YEAR       |                   |                   |
|----------------------------|-------------------|-------------------|-------------------|
|                            | 2023              | 2022              | 2021              |
| Capital expenditures       |                   |                   |                   |
| U.S.                       | \$ 276,660        | \$ 196,163        | \$ 103,303        |
| International              | 45,542            | 28,647            | 14,074            |
| Corporate                  | 11,961            | 11,709            | 9,035             |
| Total capital expenditures | <u>\$ 334,163</u> | <u>\$ 236,519</u> | <u>\$ 126,412</u> |

**BLOOMIN' BRANDS, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued**

The following table sets forth Total assets by segment as of the periods indicated:

| (dollars in thousands) | DECEMBER 31, 2023   | DECEMBER 25, 2022   |
|------------------------|---------------------|---------------------|
| Assets                 |                     |                     |
| U.S.                   | \$ 2,703,751        | \$ 2,669,953        |
| International          | 457,692             | 400,052             |
| Corporate              | 262,638             | 250,420             |
| Total assets           | <u>\$ 3,424,081</u> | <u>\$ 3,320,425</u> |

*Geographic areas* — International assets are defined as assets residing in a country other than the U.S. The following table details long-lived assets, excluding goodwill, operating lease right-of-use assets, intangible assets and deferred tax assets, by major geographic area as of the periods indicated:

| (dollars in thousands)  | DECEMBER 31, 2023   | DECEMBER 25, 2022 |
|-------------------------|---------------------|-------------------|
| U.S.                    | \$ 980,731          | \$ 891,379        |
| International           |                     |                   |
| Brazil                  | 128,854             | 93,972            |
| Other                   | 7,524               | 10,938            |
| Total long-lived assets | <u>\$ 1,117,109</u> | <u>\$ 996,289</u> |

**BLOOMIN' BRANDS, INC.****Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

**Item 9A. Controls and Procedures****Evaluation of Disclosure Controls and Procedures**

We have established and maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this Report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2023.

**Management's Annual Report on Internal Control over Financial Reporting**

Management's report on our internal control over financial reporting and the attestation report of PricewaterhouseCoopers LLP, our independent registered certified public accounting firm, on our internal control over financial reporting are included in Item 8, Financial Statements and Supplementary Data, of this Annual Report on Form 10-K.

**Changes in Internal Control over Financial Reporting**

There have been no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) during our most recent quarter ended December 31, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**Item 9B. Other Information**

*Rule 10b5-1 Trading Plans* - During the fourteen weeks ended December 31, 2023, none of the Company's directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of Company securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement."

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

None.

**PART III****Item 10. Directors, Executive Officers and Corporate Governance**

The information required by this item relating to our directors and nominees will be included under the captions "Proposal No. 1: Election of Directors—Nominees for Election at this Annual Meeting" in our definitive Proxy Statement for the 2024 Annual Meeting of Stockholders ("Definitive Proxy Statement") and is incorporated herein by reference.

The information required by this item relating to our executive officers is included under the caption "Information About Our Executive Officers" in Part I of this Report on Form 10-K.

The information required by this item regarding compliance with Section 16(a) of the Exchange Act will be included under the caption "Ownership of Securities—Delinquent Section 16(a) Reports" in our Definitive Proxy Statement and is incorporated herein by reference.

We have adopted a Code of Conduct that applies to all employees. A copy of our Code of Conduct is available on our website, free of charge. The Internet address for our website is [www.bloominbrands.com](http://www.bloominbrands.com), and the Code of Conduct may be found on our main webpage by clicking first on "Investors" and then on "Governance—Governance Documents" and next on "Code of Conduct."

We intend to satisfy any disclosure requirement under Item 5.05 of Form 8-K regarding an amendment to, or waiver from, a provision of this code of ethics by posting such information on our website, on the Governance Documents webpage, as specified above.

The information required by this item regarding our Audit Committee and Audit Committee Financial Expert will be included under the caption "Proposal No. 1: Election of Directors—Board Committees and Meetings" in our Definitive Proxy Statement and is incorporated herein by reference.

**Item 11. Executive Compensation**

The information required by this item will be included under the captions "Proposal No. 1: Election of Directors—Director Compensation" and "Executive Compensation and Related Information" in our Definitive Proxy Statement and, except for the information under the caption "Pay vs. Performance", is incorporated herein by reference.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required by this item will be included under the caption "Ownership of Securities" in our Definitive Proxy Statement and is incorporated herein by reference.

The information relating to securities authorized for issuance under equity compensation plans is included under the caption "Securities Authorized for Issuance Under Equity Compensation Plans" in Item 5 of this Report on Form 10-K.

**Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by this item relating to transactions with related persons will be included under the caption "Certain Relationships and Related Party Transactions," and the information required by this item relating to director independence will be included under the caption "Proposal No. 1: Election of Directors—Independent Directors," in each case in our Definitive Proxy Statement, and is incorporated herein by reference.

**BLOOMIN' BRANDS, INC.**

**Item 14. Principal Accounting Fees and Services**

The information required by this item will be included under the captions “Proposal No. 2: Ratification of Independent Registered Certified Public Accounting Firm—Principal Accountant Fees and Services” and “—Policy on Audit Committee Pre-Approval of Audit and Permissible Non-Audit Services of Independent Auditor” in our Definitive Proxy Statement and is incorporated herein by reference.

**PART IV**
**Item 15. Exhibits and Financial Statement Schedules**
**(a)(1) LISTING OF FINANCIAL STATEMENTS**

The following consolidated financial statements of the Company and subsidiaries are included in Item 8 of this Report:

- Consolidated Balance Sheets – December 31, 2023 and December 25, 2022
- Consolidated Statements of Operations and Comprehensive Income – Fiscal years 2023, 2022 and 2021
- Consolidated Statements of Changes in Stockholders' Equity – Fiscal years 2023, 2022 and 2021
- Consolidated Statements of Cash Flows – Fiscal years 2023, 2022 and 2021
- Notes to Consolidated Financial Statements

**(a)(2) FINANCIAL STATEMENT SCHEDULES**

All financial statement schedules have been omitted, since the required information is not applicable or is not present in amounts sufficient to require submission of the schedule, or because the information required is included in the consolidated financial statements and notes thereto included in this Report.

**(a)(3) EXHIBITS**

| EXHIBIT<br>NUMBER | DESCRIPTION OF EXHIBITS                                                                                                                                                                                                                                                            | FILINGS REFERENCED FOR<br>INCORPORATION BY REFERENCE                                                            |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| 3.1               | <a href="#">Fifth Amended and Restated Certificate of Incorporation of Bloomin' Brands, Inc.</a>                                                                                                                                                                                   | April 19, 2023, Form 8-K, Exhibit 3.1                                                                           |
| 3.2               | <a href="#">Fourth Amended and Restated Bylaws of Bloomin' Brands, Inc.</a>                                                                                                                                                                                                        | April 19, 2023, Form 8-K, Exhibit 3.2                                                                           |
| 4.1               | <a href="#">Form of Common Stock Certificate</a>                                                                                                                                                                                                                                   | Amendment No. 4 to Registration Statement on Form S-1, File No. 333-180615, filed on July 18, 2012, Exhibit 4.1 |
| 4.2               | <a href="#">Description of Common Stock</a>                                                                                                                                                                                                                                        | March 26, 2023, Form 10-Q, Exhibit 4.1                                                                          |
| 4.3               | <a href="#">Indenture, dated as of May 8, 2020, between Bloomin' Brands, Inc. and Wells Fargo Bank, National Association</a>                                                                                                                                                       | May 11, 2020, Form 8-K, Exhibit 4.1                                                                             |
| 4.4               | <a href="#">Form of 5.00% Convertible Senior Notes due 2025</a>                                                                                                                                                                                                                    | May 11, 2020, Form 8-K, Included as Exhibit A to Exhibit 4.1                                                    |
| 4.5               | <a href="#">Indenture, dated as of April 16, 2021, by and among Bloomin' Brands, Inc., OSI Restaurant Partners, LLC, the guarantors party thereto, and Wells Fargo Bank, National Association, as trustee</a>                                                                      | April 20, 2021, Form 8-K, Exhibit 4.1                                                                           |
| 4.6               | <a href="#">Form of 5.125% Senior Notes due 2029</a>                                                                                                                                                                                                                               | April 20, 2021, Form 8-K, Included as Exhibit A to Exhibit 4.1                                                  |
| 10.1              | <a href="#">Second Amended and Restated Credit Agreement, dated April 16, 2021, by and among Bloomin' Brands, Inc., OSI Restaurant Partners, LLC, the guarantors party thereto, the lenders party thereto, and Wells Fargo Bank, National Association, as administrative Agent</a> | April 20, 2021, Form 8-K, Exhibit 10.1                                                                          |

**BLOOMIN' BRANDS, INC.**

| EXHIBIT<br>NUMBER | DESCRIPTION OF EXHIBITS                                                                                                                                                                                                                                                                                                                | FILINGS REFERENCED FOR<br>INCORPORATION BY REFERENCE                                                              |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| 10.2              | <a href="#">First Amendment to the Second Amended and Restated Credit Agreement and Incremental Amendment, dated April 26, 2022, by and among Bloomin' Brands, Inc., OSI Restaurant Partners, LLC, the guarantors party thereto, the lenders party thereto, and Wells Fargo Bank, National Association, as administrative Agent</a>    | April 29, 2022, Form 8-K, Exhibit 10.1                                                                            |
| 10.3              | <a href="#">Purchase and Sale of Royalty Payment Stream and Termination of Royalty Agreement dated August 2, 2021 by and among Carrabba's Italian Grill, LLC, OSI Restaurant Partners, LLC Mangia Beve, Inc., Mangia Beve II, Inc., Original, Inc., Voss, Inc., John C. Carrabba, III, Damian C. Mandola and John C. Carrabba, Jr.</a> | June 27, 2021, Form 10-Q, Exhibit 10.2                                                                            |
| 10.4              | <a href="#">Amended and Restated Operating Agreement for OSI/Fleming's, LLC made as of June 4, 2010 by and among OS Prime, LLC, a wholly-owned subsidiary of OSI Restaurant Partners, LLC, FPSH Limited Partnership and AWA III Steakhouses, Inc.</a>                                                                                  | Registration Statement on Form S-1, File No. 333-180615, filed on April 6, 2012, Exhibit 10.8                     |
| 10.5*             | <a href="#">OSI Restaurant Partners, LLC HCE Deferred Compensation Plan effective October 1, 2007, as Amended</a>                                                                                                                                                                                                                      | Filed herewith                                                                                                    |
| 10.6*             | <a href="#">Bloomin' Brands, Inc. 2012 Incentive Award Plan</a>                                                                                                                                                                                                                                                                        | Amendment No. 4 to Registration Statement on Form S-1, File No. 333-180615, filed on July 18, 2012, Exhibit 10.2  |
| 10.7*             | <a href="#">Form of Nonqualified Stock Option Award Agreement for options granted under the Bloomin' Brands, Inc. 2012 Incentive Award Plan</a>                                                                                                                                                                                        | December 7, 2012, Form 8-K, Exhibit 10.2                                                                          |
| 10.8*             | <a href="#">Form of Bloomin' Brands, Inc. Indemnification Agreement by and between Bloomin' Brands, Inc. and each member of its Board of Directors and each of its executive officers</a>                                                                                                                                              | Amendment No. 4 to Registration Statement on Form S-1, File No. 333-180615, filed on July 18, 2012, Exhibit 10.39 |
| 10.9*             | <a href="#">Bloomin' Brands, Inc. 2016 Omnibus Incentive Compensation Plan</a>                                                                                                                                                                                                                                                         | March 11, 2016, Definitive Proxy Statement                                                                        |
| 10.10*            | <a href="#">Form of Nonqualified Stock Option Award Agreement for options granted to executive management under the Bloomin' Brands, Inc. 2016 Omnibus Incentive Compensation Plan</a>                                                                                                                                                 | June 26, 2016, Form 10-Q, Exhibit 10.2                                                                            |
| 10.11*            | <a href="#">Form of Restricted Stock Unit Award Agreement for restricted stock granted to directors under the Bloomin' Brands, Inc. 2016 Omnibus Incentive Compensation Plan</a>                                                                                                                                                       | June 26, 2016, Form 10-Q, Exhibit 10.3                                                                            |
| 10.12*            | <a href="#">Form of Restricted Stock Unit Award Agreement for restricted stock granted to executive management under the Bloomin' Brands, Inc. 2016 Omnibus Incentive Compensation Plan</a>                                                                                                                                            | June 26, 2016, Form 10-Q, Exhibit 10.4                                                                            |
| 10.13*            | <a href="#">Form of Performance Award Agreement for performance units granted under the Bloomin' Brands, Inc. 2016 Omnibus Incentive Compensation Plan</a>                                                                                                                                                                             | June 26, 2016, Form 10-Q, Exhibit 10.5                                                                            |
| 10.14*            | <a href="#">Form of Restricted Cash Award Agreement for cash awards granted under the Bloomin' Brands, Inc. 2016 Omnibus Incentive Compensation Plan</a>                                                                                                                                                                               | March 26, 2017, Form 10-Q, Exhibit 10.1                                                                           |
| 10.15*            | <a href="#">Bloomin' Brands, Inc. 2020 Omnibus Incentive Compensation Plan</a>                                                                                                                                                                                                                                                         | April 9, 2020, Definitive Proxy Statement                                                                         |

**BLOOMIN' BRANDS, INC.**

| EXHIBIT<br>NUMBER | DESCRIPTION OF EXHIBITS                                                                                                                                                                                                         | FILINGS REFERENCED FOR<br>INCORPORATION BY REFERENCE |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 10.16*            | <a href="#">Form of Restricted Stock Unit Award Agreement for restricted stock granted to directors under the Bloomin' Brands, Inc. 2020 Omnibus Incentive Compensation Plan</a>                                                | May 29, 2020, Form 8-K, Exhibit 10.2                 |
| 10.17*            | <a href="#">Form of Nonqualified Stock Option Award Agreement for options granted to executive management under the Bloomin' Brands, Inc. 2020 Omnibus Incentive Compensation Plan</a>                                          | May 29, 2020, Form 8-K, Exhibit 10.3                 |
| 10.18*            | <a href="#">Form of Restricted Stock Unit Award Agreement for restricted stock granted to executive management under the Bloomin' Brands, Inc. 2020 Omnibus Incentive Compensation Plan</a>                                     | May 29, 2020, Form 8-K, Exhibit 10.4                 |
| 10.19*            | <a href="#">Form of Performance Award Agreement for performance units granted to executive management under the Bloomin' Brands, Inc. 2020 Omnibus Incentive Compensation Plan</a>                                              | May 29, 2020, Form 8-K, Exhibit 10.5                 |
| 10.20*            | <a href="#">Form of Restricted Cash Award Agreement for cash awards granted to executive management under the Bloomin' Brands, Inc. 2020 Omnibus Incentive Compensation Plan</a>                                                | May 29, 2020, Form 8-K, Exhibit 10.6                 |
| 10.21*            | <a href="#">Amended Form of Performance Award Agreement for performance units granted to executive management under the Bloomin' Brands, Inc. 2020 Omnibus Incentive Compensation Plan</a>                                      | December 27, 2020, Form 10-K, Exhibit 10.48          |
| 10.22*            | <a href="#">Amended Form of Performance Award Agreement with adapted service criteria for performance units granted to executive management under the Bloomin' Brands, Inc. 2020 Omnibus Incentive Compensation Plan</a>        | December 27, 2020, Form 10-K, Exhibit 10.49          |
| 10.23*            | <a href="#">Form of Restricted Stock Unit Award Agreement with adapted service criteria for restricted stock units granted to executive management under the Bloomin' Brands, Inc. 2020 Omnibus Incentive Compensation Plan</a> | December 27, 2020, Form 10-K, Exhibit 10.50          |
| 10.24*            | <a href="#">Bloomin' Brands, Inc. Executive Change in Control Plan, effective December 6, 2012</a>                                                                                                                              | December 7, 2012, Form 8-K, Exhibit 10.1             |
| 10.25*            | <a href="#">Amended and Restated Officer Employment Agreement, effective April 1, 2019, by and between David J. Deno and Bloomin' Brands, Inc.</a>                                                                              | March 31, 2019, Form 10-Q, Exhibit 10.3              |
| 10.26*            | <a href="#">Employment Offer Letter Agreement, dated as of March 7, 2019, between Bloomin' Brands, Inc. and Christopher Meyer</a>                                                                                               | March 31, 2019, Form 10-Q, Exhibit 10.4              |
| 10.27*            | <a href="#">Employment Offer Letter Agreement, dated as of May 1, 2019, between Kelly Lefferts and Bloomin' Brands, Inc.</a>                                                                                                    | June 30, 2019, Form 10-Q, Exhibit 10.4               |
| 10.28*            | <a href="#">Employment Offer Letter Agreement, dated as of February 14, 2020, between Bloomin' Brands, Inc. and Gregg Scarlett</a>                                                                                              | December 29, 2019, Form 10-K, Exhibit 10.40          |
| 10.29*            | <a href="#">Amendment to Officer Employment Agreement, dated as of April 6, 2020, between Bloomin' Brands, Inc. and David J. Deno</a>                                                                                           | March 29, 2020, Form 10-Q, Exhibit 10.4              |
| 10.30*            | <a href="#">Second Amendment to Officer Employment Agreement, dated as of February 21, 2022, between Bloomin' Brands, Inc. and David J. Deno</a>                                                                                | December 26, 2021, Form 10-K, Exhibit 10.48          |
| 10.31*            | <a href="#">Employment Offer Letter Agreement, dated as of April 14, 2021, between Patrick Murtha and Bloomin' Brands, Inc.</a>                                                                                                 | December 26, 2021, Form 10-K, Exhibit 10.47          |
| 10.32             | <a href="#">Form of Convertible Note Hedge Transactions confirmation</a>                                                                                                                                                        | May 11, 2020, Form 8-K, Exhibit 10.1                 |

**BLOOMIN' BRANDS, INC.**

| EXHIBIT<br>NUMBER | DESCRIPTION OF EXHIBITS                                                                                                                                               | FILINGS REFERENCED FOR<br>INCORPORATION BY REFERENCE |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 10.33             | <a href="#">Form of Warrant Transactions confirmation</a>                                                                                                             | May 11, 2020, Form 8-K, Exhibit 10.2                 |
| 10.34             | <a href="#">Form of Agreement, dated as of January 2, 2024, by and between Bloomin' Brands, Inc. and Starboard</a>                                                    | January 2, 2024, Form 8-K, Exhibit 10.1              |
| 10.35*            | <a href="#">Employment Offer Letter Agreement, dated as of October 31, 2023, between Bloomin' Brands, Inc. and Brett Patterson</a>                                    | Filed herewith                                       |
| 10.36*            | <a href="#">Position and Retention Letter, effective March 15, 2024, by and between Gregg Scarlett and Bloomin' Brands, Inc.</a>                                      | Filed herewith                                       |
| 21.1              | <a href="#">List of Subsidiaries</a>                                                                                                                                  | Filed herewith                                       |
| 23.1              | <a href="#">Consent of PricewaterhouseCoopers LLP</a>                                                                                                                 | Filed herewith                                       |
| 31.1              | <a href="#">Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>                                                    | Filed herewith                                       |
| 31.2              | <a href="#">Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>                                                    | Filed herewith                                       |
| 32.1              | <a href="#">Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (1)</a> | Furnished herewith                                   |
| 32.2              | <a href="#">Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (1)</a> | Furnished herewith                                   |
| 97.1              | <a href="#">Bloomin' Brands, Inc. Compensation Recovery Policy</a>                                                                                                    | Filed herewith                                       |
| 101.INS           | Inline XBRL Instance Document                                                                                                                                         | Filed herewith                                       |
| 101.SCH           | Inline XBRL Taxonomy Extension Schema Document                                                                                                                        | Filed herewith                                       |
| 101.CAL           | Inline XBRL Taxonomy Extension Calculation Linkbase Document                                                                                                          | Filed herewith                                       |
| 101.DEF           | Inline XBRL Taxonomy Extension Definition Linkbase Document                                                                                                           | Filed herewith                                       |
| 101.LAB           | Inline XBRL Taxonomy Extension Label Linkbase Document                                                                                                                | Filed herewith                                       |
| 101.PRE           | Inline XBRL Taxonomy Extension Presentation Linkbase Document                                                                                                         | Filed herewith                                       |
| 104               | Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)                                                                              | Filed herewith                                       |

\*Management contract or compensatory plan or arrangement required to be filed as an exhibit.

(1) These certifications are not deemed to be "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. These certifications will not be deemed to be incorporated by reference into any filing under the Exchange Act or the Exchange Act, except to the extent that the registrant specifically incorporates them by reference.

**Item 16. Form 10-K Summary**

None.

**BLOOMIN' BRANDS, INC.****SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 28, 2024

Bloomin' Brands, Inc.

By: /s/ David J. Deno

David J. Deno  
Chief Executive Officer  
(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

| <u>Signature</u>                                        | <u>Title</u>                                                                          | <u>Date</u>       |
|---------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------|
| <u>/s/ David J. Deno</u><br>David J. Deno               | Chief Executive Officer and Director<br>(Principal Executive Officer)                 | February 28, 2024 |
| <u>/s/ Christopher Meyer</u><br>Christopher Meyer       | Executive Vice President and Chief Financial Officer<br>(Principal Financial Officer) | February 28, 2024 |
| <u>/s/ Philip Pace</u><br>Philip Pace                   | Senior Vice President, Chief Accounting Officer<br>(Principal Accounting Officer)     | February 28, 2024 |
| <u>/s/ R. Michael Mohan</u><br>R. Michael Mohan         | Chairman of the Board and Director                                                    | February 28, 2024 |
| <u>/s/ David R. Fitzjohn</u><br>David R. Fitzjohn       | Director                                                                              | February 28, 2024 |
| <u>/s/ David George</u><br>David George                 | Director                                                                              | February 28, 2024 |
| <u>/s/ Lawrence Jackson</u><br>Lawrence Jackson         | Director                                                                              | February 28, 2024 |
| <u>/s/ Julie Kunkel</u><br>Julie Kunkel                 | Director                                                                              | February 28, 2024 |
| <u>/s/ Rohit Lal</u><br>Rohit Lal                       | Director                                                                              | February 28, 2024 |
| <u>/s/ Tara Walpert Levy</u><br>Tara Walpert Levy       | Director                                                                              | February 28, 2024 |
| <u>/s/ John J. Mahoney</u><br>John J. Mahoney           | Director                                                                              | February 28, 2024 |
| <u>/s/ Melanie Marein-Efron</u><br>Melanie Marein-Efron | Director                                                                              | February 28, 2024 |
| <u>/s/ Jonathan Sagal</u><br>Jonathan Sagal             | Director                                                                              | February 28, 2024 |

**OSI RESTAURANT PARTNERS, LLC  
HCE DEFERRED COMPENSATION PLAN**

OSI Restaurant Partners, LLC, a Delaware limited liability company, on behalf of itself and its Subsidiaries (the "Company"), hereby establishes this HCE Deferred Compensation Plan (the "Plan"), effective October 1, 2007, for the purpose of attracting, retaining and rewarding high quality executives and promoting in its key executives increased efficiency and an interest in the successful operation of the Company. The benefits provided under the Plan shall be provided in consideration for services to be performed after the effective date of the Plan, but prior to the executive's retirement. The Plan is intended and shall be interpreted to comply in all respects with Internal Revenue Code ("Code") Section 409A and those provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), applicable to an unfunded plan maintained primarily to provide deferred compensation benefits for a select group of "management or highly compensated employees."

**ARTICLE 1  
Definitions**

1.1 *Account(s)* shall mean the bookkeeping account or accounts established for a particular Participant pursuant to Article 3 of the Plan.

1.2 *Administrator* shall mean the person or persons appointed by the Company to administer the Plan pursuant to Article 8 of the Plan.

1.3 *Base Salary* shall mean the Participant's base annual salary excluding incentive and discretionary bonuses and other non-regular forms of compensation, before reductions for contributions to or deferrals under any pension, deferred compensation or benefit plans sponsored by the Company.

1.4 *Beneficiary* shall mean the person or entity designated as such in accordance with Article 7 of the Plan.

1.5 *Bonus* shall mean any amount paid to the Participant by the Company in the form of a discretionary or incentive compensation or any other bonus designated by the Administrator before reductions for contributions to or deferrals under any pension, deferred compensation or benefit plans sponsored by the Company.

1.6 *Code* shall mean the Internal Revenue Code of 1986, , as amended, and Treasury regulations and applicable authorities promulgated thereunder.

1.7 *Company* shall mean OSI Restaurant Partners, LLC acting on behalf of itself and designated Subsidiaries. Any action required by the Company under the terms of the Plan may be taken by the Administrator or such other person(s) or entity(ies) duly authorized by OSI Restaurant Partners, LLC to act on its behalf.

1.8 *Company Contribution(s)* shall mean the contributions by the Company to a Participant's Account pursuant to Article 2 of the Plan.

1.9 *Company Contribution Account* shall mean an Account established for a Company Contribution pursuant to Section 3.1.

1.10 *Crediting Rate* shall mean the notional gains and losses credited on the Participant's Account balance pursuant to Section 3.3 of the Plan.

1.11 *Disabled, or Disability* shall mean, consistent with the requirements of Code Section 409A, that the Participant (i) is unable to engage in any substantial gainful activity 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 12 months, or (ii) 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 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Participant's employer. The Administrator may require that the Participant submit evidence of such qualification for disability benefits in order to determine Disability under this Plan.

1.12 *Eligible Employee* shall mean a key management level or highly compensated employee of the Company who is designated by the Administrator to be eligible to participate in the Plan.

1.13 *ERISA* shall mean the Employee Retirement Income Security Act of 1974, as amended, including Department of Labor and Treasury regulations and applicable authorities promulgated thereunder.

1.14 *Participant* shall mean an Eligible Employee who has elected to participate and has executed a Participation Election Form pursuant to Article 2 of the Plan.

1.15 *Participation Election Form* shall mean the written agreement to make a deferral submitted by the Participant to the Administrator on a timely basis pursuant to Article 2 of the Plan. The Participant Election Form may take the form of an electronic communication followed by appropriate written confirmation according to specifications established by the Administrator.

1.16 *Plan Year* shall mean the calendar year

1.17 *Retirement Account* shall mean an Account established pursuant to Section 3.1 which is scheduled to commence on Termination of Employment.

1.18 *Scheduled Distribution* shall mean a distribution elected by the Participant pursuant to Article 4 of the Plan.

1.19 *Scheduled Distribution Account* shall mean an Account established pursuant to Sections 3.2 which is scheduled to commence distribution on a scheduled date elected under Section 4.1.

1.20 *Settlement Date* shall mean the date by which a lump sum payment shall be made or the date by which installment payments shall commence. Unless otherwise specified, the

Settlement Date shall be the later of (i) January of the Plan Year following the Plan year in which the event triggering payout occurs or (ii) ninety (90) days following Termination of Employment. If the event triggering payout is death, the Administrator shall be provided with the documentation reasonably necessary to establish the fact of the Participant's death. Notwithstanding the foregoing or any other provision of the Plan, in the event that at the time of payout any stock of the Company is publicly traded on an established securities market and the Participant is a "key employee" (as defined in Code Section 416(i) (without regard to paragraph (5) thereof) of the Company, the Settlement Date following a Termination of Employment shall be no earlier than the earlier of (i) the last day of the sixth (6<sup>th</sup>) complete calendar month following the Participant's Termination of Employment, or (ii) the Participant's death, consistent with the provisions of Code Section 409A. Any payments delayed by reason of the preceding sentence shall be caught up and paid in a single lump sum on the first day such payment is permissible consistent with the provisions of Code Section 409A.

1.21 *Subsidiaries* shall mean a majority owned subsidiaries or other entities in which OSI Restaurant Partners, LLC. or any of its majority owned subsidiaries owns a majority partnership or other equity interest or serves as general partner, as may from time to time be designated as participating employers in the Plan by the Administrator and on behalf of which OSI Restaurant Partners, LLP. and the Administrator shall act as agents for purposes of adoption, amendment and administration of the Plan and all associated matters or documentation.

1.22 *Termination of Employment* shall mean, with respect to a given Participant, the date when, for any reason, including by reason of Retirement, death or Disability, the level of services provided by such Participant to the Company (or any affiliate under common ownership aggregated with the Company for purposes of Code Section 409A) in any capacity has permanently decreased to a level equal to no more than 20 percent of the average level of services performed by such Participant for the Company during the immediately preceding 36-month period (or the Participant's full period of services to the Company if a lesser period).

1.23 *Unforeseeable Emergency* shall mean a severe financial hardship to the Participant resulting from an illness or accident involving the Participant, the Participant's spouse, or the Participant's dependent (as defined in Code Section 152 (a)), loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstance arising as a result of events beyond the control of the Participant (but shall in all events correspond to the meaning of the term "unforeseeable emergency" in Code Section 409A).

1.24 *Valuation Date* shall mean either (i) the date through which earnings are credited or (ii) the date on which the value of an Account balance is established, and shall be as close to the payout or other event triggering valuation as is administratively feasible; provided, however, that in no event shall the Valuation Date occur earlier than the last day of the month preceding the month in which the payout or other event triggering valuation occurs.

1.25 *Years of Participation* shall mean the cumulative consecutive Plan Years the Participant has participated in the Plan, beginning with the first complete Plan Year coinciding with or beginning after the Participant's election to participate in the Plan. A Participant shall be considered a Participant in the Plan for purposes of accumulating Years of Participation at all

times prior to Termination of Employment during which the Participant possesses a positive Account balance even if the Participant is not making any deferrals during such period.

1.26 *Years of Service* shall mean the cumulative consecutive years of continuous full-time employment with the Company, beginning on the first day of the calendar year in which the Participant first began service with the Company and counting each anniversary thereof.

## **ARTICLE 2**

### **Participation**

2.1 Elective Deferral. Each year a Participant may elect to defer any whole percentage between five percent (5%) and ninety percent (90%) of Base Salary and/or any whole percentage between five percent (5%) and one hundred percent (100%) of Bonus or in excess of a specified dollar amount of Bonus earned by the Participant for the applicable Plan Year. The Administrator may further limit the minimum or maximum amount deferred by an Participant or group of Participants, or waive the foregoing limits for any Participant or group of Participants, for any reason.

2.2 Participation Election Form. In order to make a deferral, an Eligible Executive must submit a Participation Election Form to the Administrator during the enrollment period established by the Administrator prior to the beginning of the Plan Year during which the services are performed for which such Base Salary or Bonus are earned. Notwithstanding the foregoing, within 30 days after an Eligible Executive first becomes eligible to participate in the Plan (if the Eligible Executive is not already participating in any Company sponsored deferral arrangement which is aggregated with this Plan for purposes of Code Section 409A) the Administrator may establish a special enrollment period for such Eligible Executive to allow deferrals of Base Salary or Bonus attributable to services performed during the balance of such Plan Year. Each Participant shall be required to submit a new Participant Election Form on a timely basis each Plan Year in order to make a deferral election for such subsequent Plan Year. An election to defer Base Salary or Bonus shall be irrevocable upon termination of the enrollment period except as provided in Section 5.6 in the event the Participant becomes Disabled or Section 5.5 in the case of an Unforeseeable Emergency.

2.3 Elections Regarding Time and Form of Payout. At the time that a Participant makes a deferral election with respect to a Plan Year, the Participant shall also designate the time and form that such deferral shall be distributed (together with any discretionary Company Contributions made for such Plan Year pursuant to Section 2.4 and all notional earnings on the deferral and any Company Contributions). All elections must provide for distribution to be made at a time and in a form that is consistent with the distribution options made available under the Plan. Except as expressly provided herein, an election with respect to the time and form of benefit payouts may not be changed, nor may any distribution be accelerated. A subsequent election that delays payment or changes the form of payment is permitted only if all of the following requirements are met:

(1) the new election does not take effect until at least twelve (12) months after the date on which the new election is made;

(2) in the case of payments made on account of Termination of Employment (other than by reason of death or Disability) or according to a Scheduled Distribution, the new election delays payment for at least five (5) years from the date that payment would otherwise have been made, absent the new election; and

(3) in the case of payments made according to a Scheduled Distribution, the new election is not made less than twelve (12) months before the date on which payment would have been made (or, in the case of installment payments, the first installment payment would have been made) absent the new election.

Election changes made pursuant to this Section shall be made on written forms provided by the Administrator, and in accordance with rules established by the Administrator and shall comply with all requirements of Code Section 409A and applicable Treasury Regulations.

**2.4 Company Contributions.** From time to time, the Company may make a discretionary Company Contribution to the Plan on behalf of an Eligible Employee or existing Participant. Company Contributions shall be made in the complete and sole discretion of the Company. Company Contributions shall be notional credits to the Accounts of Participants, with the amount actually credited to the Account being net of all employment taxes required to be withheld on the Company Contribution, as conclusively determined by the Administrator. Company Contributions shall vest at the time or according to the schedule specified by the Administrator at the time the contribution is made. No Participant or other employee of the Company shall have a right to receive a Company Contribution in any particular year or in any particular amount based on the fact that Company Contributions are made at such time or in such amount on behalf of another Participant.

### **ARTICLE 3**

#### **Accounts**

**3.1 Participant Accounts.** A separate Retirement Account or Scheduled Distribution Account shall be maintained for each Plan Year for which a Participant has made a deferral election pursuant to this Plan, and shall be credited with the Participant's deferrals directed by the Participant to such Account at the time such amounts would otherwise have been paid to the Participant. A separate Account shall be maintained for each Company Contribution made on behalf of each Participant and shall be credited with the Company Contribution at the time specified by the Administrator. Accounts shall be deemed to be credited with notional gains or losses as provided in Section 3.3 from the date the deferral or the Company Contribution is credited to an Account through the Valuation Date.

**3.2 Vesting of Accounts.** All voluntary deferrals and notional earnings thereon credited to a Participant's Accounts shall be fully vested at all times. Company Contributions and earnings thereon shall vest as specified by the Administrator at the time the Company Contributions is made.

**3.3 Crediting Rate.** The Crediting Rate on amounts in a Participant's Account shall be based on the Participant's choice among the investment alternatives made available from time to time by the Administrator. The Administrator shall establish a procedure by which a

Participant may elect to have the Crediting Rate based on one or more investment alternatives and by which the Participant may change investment elections daily and may rebalance Account investments monthly. Notwithstanding the preceding sentence, the Administrator may impose the following restrictions on changing investment elections daily and/or rebalancing Account investments monthly: (i) in the case of any investment alternative that guarantees a fixed interest return, limitations on the ability to transfer out of such investment alternative and nonrecognition of that investment alternative in implementing any monthly rebalancing of the Account; and (ii) in the case of all investment alternatives, limitations designed to prevent excessive short term trading in the Account or otherwise deemed necessary or desirable by the Administrator. The Participant's Account balance shall reflect the investments selected by the Participant. If an investment selected by a Participant sustains a loss, the Participant's Account shall be reduced to reflect such loss. The Participant's choice among investments shall be solely for purposes of calculation of the Crediting Rate. If the Participant fails to elect an investment alternative, the Crediting Rate shall be based on a default investment alternative selected for this purpose by the Administrator. The Company shall have no obligation to set aside or invest funds as directed by the Participant and, if the Company elects to invest funds as directed by the Participant, the Participant shall have no more right to such investments than any other unsecured general creditor

3.4 Statement of Accounts. The Administrator shall provide each Participant with statements at least annually setting forth the Participant's Account balance as of the end of each year.

#### **ARTICLE 4**

##### **Scheduled Distributions**

4.1 Election. The Participant may make an election on the Participant Election Form at the time of making a deferral to take a Scheduled Distribution from the Account established by the Participant for such purpose, including any earnings credited thereon. The Participant may elect to receive the Scheduled Distribution in January of any Plan Year on or after the third (3<sup>rd</sup>) Plan Year following the enrollment period in which such Scheduled Distribution is elected and may elect to have the Scheduled Distribution distributed over a period of up to four (4) years.

4.2 Timing of Scheduled Distribution. The Scheduled Distribution shall commence in January of the Plan Year elected by the Participant in the Participant Election Form unless preceded by a Termination of Employment. In the event of a Termination of Employment prior to the date elected for a Scheduled Distribution, all outstanding amounts credited to the participant's Scheduled Distribution Accounts shall be paid in the form provided in Section 5.2 of the Plan. In the event such Termination of Employment is a result of the Participant's death, outstanding Scheduled Distribution Accounts shall be paid as provided in Section 5.4 of the Plan.

#### **ARTICLE 5**

##### **Benefits**

5.1 Termination Benefits. In the event of the Participant's Termination of Employment other than by reason of Disability or death, the Participant shall be entitled to receive an amount equal to the total balance of all of the Participant's Accounts, credited with

notional earnings as provided in Article 3 through the Valuation Date. The benefits shall be paid in a single lump sum unless the Participant has completed either five (5) Years of Participation or ten (10) Years of Service as of the date of Termination of Employment, in which case, the Account shall be paid as elected by the Participant pursuant to Section 2.3. The Participant may elect to receive such retirement benefits in substantially equal annual installments over a specified period of two to fifteen (15) years. Retirement benefits shall commence on the Settlement Date next following Termination of Employment.

5.2 Early Termination Benefit. Upon Termination of Employment other than by reason of Disability or death prior to completion of either five (5) Years of Participation or ten (10) Years of Service, the Company shall pay to the Participant a termination benefit equal to the balance on Termination of Employment of all of the Participant's Accounts credited with notional earnings as provided in Article 3 through the Valuation Date. The early termination benefits shall be paid in a single lump sum on the Settlement Date following Termination of Employment.

5.3 Death Benefits. If the Participant dies prior to commencement of benefits from a particular Account, the Company shall pay to the Participant's Beneficiary a death benefit equal to the total balance on death of the Participant's Account credited with notional earnings as provided in Article 3 through the Valuation Date in the form of a single lump on the Settlement Date following the Participant's death. If the Participant dies after benefits have commenced from a particular Account, the Company shall pay to the Participant's Beneficiary an amount equal to the remaining benefits payable to the Participant from such Account over the same period such benefits would have been paid to the Participant, subject to Section 5.6.

5.4 Distributions For Unforeseeable Emergency. Upon a finding that the Participant (or, after the Participant's death, the Beneficiary) has suffered an Unforeseeable Emergency, the Administrator may at the request of the Participant, and subject to compliance with Code Section 409A, approve cessation of current deferrals or accelerate distribution of benefits under the Plan in an amount reasonably necessary to alleviate such Unforeseeable Emergency. The amount distributed pursuant to this Section with respect to an emergency shall not exceed the amount necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause an Unforeseeable Emergency).

5.5 Disability. In the event a Participant becomes Disabled, deferral elections shall cease. In the event of Termination of Employment by reason of Disability, prior to commencement of benefits from a particular Account, the Participant shall be entitled to receive the total balance of the Participant's Account credited with notional earnings as provided in Article 3 through the Valuation Date in the form of a single lump on the Settlement Date following the Participant's Termination of Employment. If the Participant's Termination of Employment by reason of Disability occurs after benefits have commenced from a particular Account, the Company shall pay the remaining benefits to the Participant from such Account over the same period such benefits would have been paid to the Participant, subject to Section 5.6.

5.6 Small Benefit Exception. Notwithstanding the foregoing, in the event the sum of all benefits payable to the Participant from all of the Participant's Accounts at the time of the Participant's Termination of Employment (and all other amounts payable to the Participant under other arrangements which are aggregated with this Plan under Section Code 409A) is less than the applicable dollar amount under Code Section 402(g)(1)(B) for the calendar year of payment, the Administrator may, in its complete and sole discretion, pay all benefits to the Participant under the Plan in a single lump sum on the Settlement Date following Termination of Employment.

## **ARTICLE 6**

### **Amendment and Termination of Plan**

6.1 Amendment or Termination of Plan. The Company may, at any time, direct the Administrator to amend or terminate the Plan, except that no such amendment or termination may reduce a Participant's Account balance or accelerate benefits under the Plan in violation of Code Section 409A. For purposes of applying the change in timing of payment rules under Code Section 409A to any amendment of the Plan, each installment payment from each Account shall be treated as a separate payment. If the Company terminates the Plan, the Company shall pay to each Participant the balance of the Participant's Accounts at the time and in the form such amounts would have been paid absent such Plan termination. Notwithstanding the foregoing, to the extent permitted under Code Section 409A and applicable authorities, the Company may, in its complete and sole discretion, accelerate distributions under the Plan in the event of (i) "change in the ownership or effective control of the corporation," (ii) "change in the ownership of a substantial portion of the assets of the corporation," (iii) liquidation or bankruptcy of the Company, or (iv) any other circumstances permitted under Code Section 409A.

## **ARTICLE 7**

### **Beneficiaries**

7.1 Beneficiary Designation. The Participant shall, at the commencement of participation in the Plan, designate any person as the Beneficiary to whom payment under the Plan shall be made in the event of the Participant's death. The Beneficiary designation shall be effective upon being submitted in writing to, and received by, the Administrator during the Participant's lifetime on a form prescribed by the Administrator. The Beneficiary designation may be changed by the Participant at any time. Notwithstanding the foregoing, a Beneficiary designation, or any change thereto, shall not be valid unless a Participant has complied with any applicable laws in selecting the Beneficiary other than the Participant's spouse.

7.2 Revision of Designation. The submission of a new Beneficiary designation shall cancel all prior Beneficiary designations. Any finalized divorce or marriage (other than a common law marriage) of a Participant subsequent to the date of a Beneficiary designation shall revoke such designation, unless in the case of divorce the previous spouse was not designated as Beneficiary and unless in the case of marriage the Participant's new spouse has previously been designated as Beneficiary.

7.3 Successor Beneficiary. If the primary Beneficiary dies prior to complete distribution of the benefits provided in Article 4, the remaining Account balance shall be paid to the contingent Beneficiary selected by the Participant.

7.4 Absence of Valid Designation. If a Participant fails to designate a Beneficiary as provided above, or if the Beneficiary designation is revoked by marriage, divorce or otherwise without execution of a new designation, or if every person designated as Beneficiary predeceases the Participant or dies prior to complete distribution of the Participant's benefits, then the Administrator shall direct the distribution of such benefits to the Participant's estate.

## **ARTICLE 8**

### **Administration/Claims Procedures**

8.1 Administration. The Plan shall be administered by the Administrator, which shall have the exclusive right and full discretion (i) to interpret the Plan, (ii) to decide any and all matters arising hereunder (including the right to remedy possible ambiguities, inconsistencies or omissions), (iii) to make, amend and rescind such rules as it deems necessary for the proper administration of the Plan, (iv) to appoint agents, and (v) to make all other determinations and resolve all questions of fact necessary or advisable for the administration of the Plan, including determinations regarding eligibility for benefits payable under the Plan. All interpretations of the Administrator with respect to any matter hereunder shall be final, conclusive and binding on all persons affected thereby. No member of the Administrator shall be liable for any determination, decision, or action made in good faith with respect to the Plan. The Administrator may delegate any of its rights, powers and duties regarding the Plan to any person(s) or entity(ies). The Company will indemnify and hold harmless the members of the Administrator from and against any and all liabilities, costs, and expenses incurred by such persons as a result of any act, or omission, in connection with the performance of such persons' duties, responsibilities, and obligations under the Plan, other than such liabilities, costs, and expenses as may result from the bad faith, willful misconduct, or criminal acts of such persons.

8.2 Claims Procedure. Any Participant, former Participant or Beneficiary may file a written claim with the Administrator setting forth the nature of the benefit claimed, the amount thereof, and the basis for claiming entitlement to such benefit. The Administrator shall determine the validity of the claim and communicate a decision to the claimant promptly and, in any event, not later than 90 days after the date of the claim. The claim may be deemed by the claimant to have been denied for purposes of further review described below in the event a decision is not furnished to the claimant within such period. Every claim for benefits which is denied shall be denied by written notice setting forth in a manner calculated to be understood by the claimant (i) the specific reason or reasons for the denial, (ii) specific reference to any provisions of the Plan (including any internal rules, guidelines, protocols, criteria, etc.) on which the denial is based, (iii) a description of any additional material or information that is necessary to process the claim, (iv) an explanation of the procedure for further reviewing the denial of the claim, and (v) if applicable, an explanation of the claimant's right to submit the claim for binding arbitration in the event of an adverse determination on review.

8.3 Review Procedures. Within 60 days after the receipt of a denial on a claim, a claimant or his/her authorized representative may file a written request for review of such denial.

Such review shall be undertaken by the Administrator and shall be a full and fair review. The claimant shall have the right to review all pertinent documents. The claimant may submit written comments, documents, records and other information relating to the claim for benefits, and such information shall be taken into account for purposes of the review without regard to whether such information was submitted or considered in the initial benefit determination. The Administrator shall issue a decision not later than 60 days after receipt of a request for review from a claimant unless special circumstances require a longer period of time for processing, in which case written notice of the extension, indicating the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review, shall be furnished to the claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The decision on review shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the claimant, with specific reference to any provisions of the Plan on which the decision is based, and an explanation of the claimant's right to submit the claim for binding arbitration in the event of an adverse determination on review.

## **ARTICLE 9**

### **Conditions Related to Benefits**

9.1 Nonassignability. The benefits provided under the Plan may not be alienated, assigned, transferred, pledged or hypothecated by any person, at any time, or to any person whatsoever. Those benefits shall be exempt from the claims of creditors or other claimants of the Participant or Beneficiary and from all orders, decrees, levies, garnishment or executions to the fullest extent allowed by law. Notwithstanding the foregoing, the Administrator shall have full power and authority to the extent consistent with Code Section 409A and other applicable laws to comply with all liens by the Internal Revenue Service and any bona fide domestic relations orders and to adjust any amounts otherwise payable under the Plan accordingly.

9.2 No Right to Company Assets. The benefits paid under the Plan shall be paid from the general funds of the Company, and the Participant and any Beneficiary shall be no more than unsecured general creditors of the Company with no special or prior right to any assets of the Company for payment of any obligations hereunder.

9.3 Protective Provisions. The Participant shall cooperate with the Company by furnishing any and all information requested by the Administrator, in order to facilitate the payment of benefits hereunder, taking such physical examinations as the Administrator may deem necessary and taking such other actions as may be requested by the Administrator. If the Participant refuses to so cooperate, the Company shall have no further obligation to the Participant under the Plan. If the Participant fails to cooperate or makes any material misstatement of information, then no benefits shall be payable to the Participant under the Plan, except that benefits may be payable in a reduced amount in the sole discretion of the Administrator.

9.4 Withholding. The Participant shall make appropriate arrangements with the Company for satisfaction of any federal, state or local income tax withholding requirements, Social Security and other employee tax or other requirements applicable to the granting, crediting, vesting or payment of benefits under the Plan. If no arrangement is made, the

Company may provide, at its discretion, for such withholding, tax, and other payments as may be required, including, without limitation, the reduction of amounts otherwise payable to the Participant. If the Company pays such amounts on behalf of the Participant or Beneficiary, the Company shall be entitled to recover such amounts on demand with interest at the Wall Street Journal Prime Rate compounded monthly.

9.5 Assumptions and Methodology. The Administrator shall establish the assumptions and method of calculation used in determining the benefits, earnings, payments, fees, expenses or any other amounts required to be calculated under the terms of the Plan. Such assumptions and methodology shall be established by the Administrator and made available to Participants and may be changed from time to time by the Administrator.

9.6 Trust. The Company shall be responsible for the payment of all benefits under the Plan. At its discretion, the Company may establish one or more grantor trusts for the purpose of providing for payment of benefits under the Plan. Such trust or trusts may be irrevocable, but the assets thereof shall be subject to the claims of the Company's creditors. Neither such trust or trusts, nor the assets thereof, however, shall be located outside of the United States. Benefits paid to the Participant from any such trust or trusts shall be considered paid by the Company for purposes of meeting the obligations of the Company under the Plan.

## **ARTICLE 10**

### **Miscellaneous**

10.1 Successors of the Company. The rights and obligations of the Company under the Plan shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Company.

10.2 Employment Not Guaranteed. Nothing contained in the Plan nor any action taken hereunder shall be construed as a contract of employment or as giving any Participant any right to continued employment with the Company.

10.3 Gender, Singular and Plural. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, as the identity of the person or persons may require. As the context may require, the singular may be read as the plural and the plural as the singular.

10.4 Captions. The captions of the articles, paragraphs and sections of the Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

10.5 Validity. In the event any provision of the Plan is held invalid, void or unenforceable, the same shall not affect, in any respect whatsoever, the validity of any other provisions of the Plan.

10.6 Waiver of Breach. The waiver by the Company of any breach of any provision of the Plan shall not operate or be construed as a waiver of any subsequent breach by that Participant or any other Participant.

10.7 Notice. Any notice or filing required or permitted to be given to the Company or the Participant under this Agreement shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, in the case of the Company, to the principal office of the Company, directed to the attention of the Administrator, and in the case of the Participant, to the last known address of the Participant indicated on the employment records of the Company. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Notices to the Company may be permitted by electronic communication according to specifications established by the Administrator.

10.8 Inability to Locate Participant or Beneficiary. It is the responsibility of a Participant to apprise the Administrator of any change in address of the Participant or Beneficiary. In the event that the Administrator is unable to locate a Participant or Beneficiary for a period of three (3) years, the Participant's Account shall be forfeited to the Company.

10.9 Errors in Benefit Statement or Distributions. In the event an error is made in a benefit statement, such error shall be corrected on the next benefit statement following the date such error is discovered. In the event that an error is made in withholding of a deferral, it shall be corrected immediately upon discovery of such error by payment of compensation or withholding of other compensation payable from the Company within the same taxable year in compliance with corrections procedures established under Section 409A or applicable Internal Revenue Service amnesty programs. In the event of an error in a distribution, the Participant's Account shall, immediately upon the discovery of such error, be adjusted to reflect such under or over payment and, if possible, the next distribution shall be adjusted upward or downward to correct such prior error in compliance with corrections procedures established under Section 409A or applicable Internal Revenue Service amnesty programs. If the remaining balance of a Participant's Account is insufficient to cover an erroneous overpayment, the Company may, at its discretion and if permitted under Code Section 409A, offset other amounts payable to the Participant from the Company (including but not limited to salary, bonuses, expense reimbursements, severance benefits or other employee compensation benefit arrangements, as allowed by law) to recoup the amount of such overpayment(s).

10.10 ERISA Plan. The Plan is intended to be an unfunded plan maintained primarily to provide deferred compensation benefits for a select group of "management or highly compensated employees" within the meaning of Sections 201, 301 and 401 of ERISA and therefore to be exempt from Parts 2, 3 and 4 of Title I of ERISA.

10.11 Applicable Law. In the event any provision of, or legal issue relating to, this Plan is not fully preempted by ERISA, such issue or provision shall be governed by the laws of the State of Florida.

11.12 Arbitration. Any claim, dispute or other matter in question of any kind relating to this Plan which is not resolved by the claims procedures under this Plan shall be settled by arbitration in accordance with the applicable employment dispute resolution rules of the American Arbitration Association. Notice of demand for arbitration shall be made in writing to the opposing party and to the American Arbitration Association within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall a demand for

arbitration be made after the date when the applicable statute of limitations would bar the institution of a legal or equitable proceeding based on such claim, dispute or other matter in question. The decision of the arbitrators shall be final and may be enforced in any court of competent jurisdiction. The arbitrators may award reasonable fees and expenses to the prevailing party in any dispute hereunder and shall award reasonable fees and expenses in the event that the arbitrators find that the losing party acted in bad faith or with intent to harass, hinder or delay the prevailing party in the exercise of its rights in connection with the matter under dispute.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed this 11th day of November, 2008.

STAURANT PARTNERS, LLC

oseph J. Kadow \_\_\_\_\_

ecutive Vice President \_\_\_\_\_

**FIRST AMENDMENT TO  
OSI RESTAURANT PARTNERS, LLC  
HCE DEFERRED COMPENSATION PLAN**

**WHEREAS**, OSI Restaurant Partners, LLC, a Delaware limited liability company, (the "Company") on behalf of itself and its Subsidiaries, has established and maintains the HCE Deferred Compensation Plan (the "Plan") effective October 1, 2007; and

**WHEREAS**, the Company is entitled to amend the Plan in accordance with Section 6.1 of the Plan;

**WHEREAS**, prior to the effective date of this First Amendment to OSI Restaurant Partners, LLC HCE Deferred Compensation Plan, the Plan provided that a Participant who had a Termination of Employment, other than as a result of Disability or Death, prior to completing either five (5) Years of Participation or ten (10) Years of Service, would receive a lump sum payment from the Plan;

**WHEREAS**, the Company desires to amend the Plan, effective as of January 1, 2017, such that the Years of Participation and Years of Service are no longer determinative for the timing of the Scheduled Distribution for Plan benefits attributable to periods on and after January 1, 2017; and

**WHEREAS**, the Company also desires to amend the Plan to correct a few minor scrivener's errors and to provide other clarifications of Company intent with respect to administrative aspects of the Plan.

**NOW, THEREFORE**, the Plan is hereby amended as follows:

**Effective January 1, 2017:**

1. Amendment to Introduction. The first sentence of the initial introductory paragraph of the Plan is amended: (i) by inserting the words "(the "Company")" immediately after the words "limited liability company," and immediately before the words "on behalf of itself"; and, (ii) by deleting the words "(the "Company")" where they appear immediately following the words "and its Subsidiaries" and immediately before the words ", hereby establishes".

2. Amendment to Section 1.7. Section 1.7 of the Plan is hereby amended: (i) by inserting a "." after the words "Partners, LLC"; and, (ii) by inserting the phrase "Except where the context clearly indicates otherwise, references to the 'Company' shall include those instances where it is" immediately before the phrase "acting on behalf of itself and".

3. Amendment to Section 1.20. Section 1.20 of the Plan is hereby amended by removing the third and fourth sentences therein, in their entirety, and inserting in their place the following three new sentences (being the new third, fourth and fifth) to read, in their entirety, as follows:

Notwithstanding the foregoing or any other provision of the Plan, in the event that, at the time of a Participant's Termination of Employment, any stock of the Company (or any affiliate under common ownership aggregated with the Company for purposes of Code Section 409A) is publicly traded on an established securities market or otherwise and the Participant is a "key employee" of the Company (or any such aggregated affiliate), the Settlement Date following such Termination of Employment shall be no earlier than the earlier of: (i) the last day of the sixth (6<sup>th</sup>) complete calendar month following the Participant's Termination of Employment, or (ii) the

Participant's death, consistent with the provisions of Code Section 409A. For these purposes, a "key employee" of the Company (or any such aggregated affiliate) shall be as defined in Code Section 416(i) (without regard to paragraph (5) thereof), but subject to applicable rules under Code Section 409A for establishing the identification date, the effective date, the 12-month period during which such status applies and other key factors, including elections that can be made by the Company. Any payments delayed by reason of the two preceding sentences shall be accumulated during such period, but caught up and paid in a single sum on the first day of the seventh (7<sup>th</sup>) calendar month following the Participant's Termination of Employment (except that, in the case of a Participant's death before the end of the fifth (5<sup>th</sup>) month following Termination of Employment, then such delayed payments shall be paid on the first day of the second calendar month following the date of the Participant's death).

4. Amendment to Section 1.21. Section 1.21 of the Plan is hereby amended (i) to delete the word "a" in the first line where it appears immediately before the words "majority owned subsidiaries"; and, (ii) to delete the reference to "OSI Restaurant Partners, LLP" and replace it with the corrected reference to "OSI Restaurant Partners, LLC."

5. Amendment to Section 1.22. Section 1.22 of the Plan is hereby amended to insert the phrase "(and/or any such aggregated affiliate)" immediately after the words "by such Participant for the Company" and immediately before the words "during the immediately preceding", where they appear in the sixth (6<sup>th</sup>) line thereof.

6. Amendment to Section 1.25. Section 1.25 of the Plan is hereby amended by inserting the phrase ", with respect to that portion of a Participant's Account attributable to deferrals, and Company Contributions, made prior to January 1, 2017 and the notional gains or losses thereon," immediately after the two words "shall mean" and immediately before the two words "the cumulative consecutive Plan Years".

7. Amendment to Section 1.26. Section 1.26 of the Plan is hereby amended by inserting the phrase ", with respect to that portion of a Participant's Account attributable to deferrals, and Company Contributions, made prior to January 1, 2017 and the notional gains or losses thereon," immediately after the two words "shall mean" and immediately before the two words "the cumulative consecutive years of continuous full-time employment".

8. Amendment to Section 2.3. Section 2.3 of the Plan is hereby amended by removing the existing second sentence therein and replacing it with a new second sentence to read in its entirety as follows:

All elections must provide for distribution to be made at a time and in a form that is consistent with the distribution options made available under Section 5.1 of the Plan.

9. Amendment to Section 4.2. Section 4.2 of the Plan is hereby deleted in its entirety and the following substituted therefore:

4.2 Timing of Scheduled Distributions. The Scheduled Distribution shall commence in January of the Plan Year elected by the Participant in the Participant Election Form unless preceded by a Termination of Employment. In the event of a Termination of Employment prior to the date elected for a Scheduled Distribution, all outstanding amounts credited to the Participant's Scheduled Distribution Accounts shall be paid in the form provided in Section 5.1 of the Plan. In the event such Termination of Employment is a result of the Participant's death, outstanding Scheduled Distribution Accounts shall be paid as provided in Section 5.3 of the Plan. In the event such Termination of

Employment is a result of the Participant's Disability, outstanding Scheduled Distribution Accounts shall be paid as provided in Section 5.5 of the Plan.

10. Amendment to Section 5.1. Section 5.1 of the Plan is hereby deleted in its entirety and the following substituted therefore:

5.1 Termination Benefits. In the event of the Participant's Termination of Employment other than by reason of Disability or death, the Participant shall be entitled to receive an amount equal to the total balance of all of the Participant's Accounts, credited with notional gains and losses as provided in Article 3 through the Valuation Date. The Accounts shall be paid as follows:

- (a) with respect to that portion of a Participant's Account attributable to deferrals, and Company Contributions, made prior to January 1, 2017 and the notional gains or losses thereon: the benefits shall be paid in a single lump sum unless the Participant has completed either five (5) Years of Participation or ten (10) Years of Service as of the date of Termination of Employment, in which case, the Account shall be paid as elected by the Participant pursuant to Section 2.3 (subject to Section 5.4 below if the Account balance is below the applicable dollar amount); and
- (b) with respect to that portion of a Participant's Account attributable to deferrals, and Company Contributions, made on or after January 1, 2017 and the notional gains or losses thereon: the benefits shall be paid as elected by the Participant pursuant to Section 2.3 (subject to Section 5.4 below if the Account balance is below the applicable dollar amount).

The Participant may elect to receive such retirement benefits in a lump sum or in substantially equal annual installments over a specified period of two (2) to fifteen (15) years. Retirement benefits shall commence on a Settlement Date next following Termination of Employment.

11. Amendment to Section 5.2. Section 5.2 of the Plan is hereby deleted in its entirety and the following substituted therefore:

5.2 Early Termination Benefit (pre-2017 only). Upon Termination of Employment other than by reason of Disability or death prior to completion of either five (5) Years of Participation or ten (10) Years of Service, the Company shall pay to the Participant a termination benefit equal to the balance on Termination of Employment of that portion of the Participant's Account attributable to deferrals, and Company Contributions, made prior to January 1, 2017 and the notional gains or losses thereon as provided in Article 3 through the Valuation Date. The early termination benefits shall be paid in a single lump sum on the Settlement Date following Termination of Employment.

12. Amendment to Section 11.12 [sic]. Section 11.12 of the Plan (titled "Arbitration") is hereby amended to remove Section "11.12" and change such reference to Section "10.12".

13. Reaffirmation of Plan. Except as otherwise modified by this Amendment, the Plan remains in full force and effect.

**IN WITNESS WHEREOF**, this Amendment is executed on this 5th day of December, 2016, but to be effective as of January 1, 2017.

**ISI RESTAURANT PARTNERS, LLC**

s/ Kelly B. Lefferts

y: Kelly B. Lefferts

itle: Group Vice President

**SECOND AMENDMENT TO OSI RESTAURANT PARTNERS, LLC  
HCE DEFERRED COMPENSATION PLAN**

**WHEREAS**, OSI Restaurant Partners, LLC, a Delaware limited liability company, (the "Company") on behalf of itself and its Subsidiaries, has established and maintains the HCE Deferred Compensation Plan (the "Plan") effective October 1, 2007;

**WHEREAS**, the Company is entitled to amend the Plan in accordance with Section 6.1 of the Plan;

**WHEREAS**, prior to the effective date of this Second Amendment to OSI Restaurant Partners, LLC HCE Deferred Compensation Plan, the Plan provided that a distribution would be made the later of January of the year following separation, or ninety days from termination, but the Company has generally utilized the January date for its own administrative convenience;

**WHEREAS**, daily valuations are now available in relation to notional Credits;

**WHEREAS**, the Plan allows persons to be beneficiaries, and it is desired to clarify that entities (e.g., trusts, estates, charities) can also be beneficiaries; and

**WHEREAS**, the Company desires to amend the Plan, effective as of January 1, 2020, to clarify the timing and beneficiary designation provisions.

**NOW, THEREFORE**, the Plan is hereby amended effective January 1, 2020 as follows:

1. Amendment to Section 1.20. Section 1.20 of the Plan is hereby amended by removing the second sentence therein, in its entirety, and inserting in its place the following to read, in its entirety, as follows:

Unless otherwise specified, the OSI Restaurant Partners, LLC HCE Deferred Compensation Plan Settlement Date shall be the January of the Plan Year following the Plan year in which the event triggering payout occurs.

2. Amendment to Section 3.3. Section 3.3 of the Plan is hereby deleted in its entirety and the following substituted therefore:

3.3 Crediting Rate. The Crediting Rate on amounts in a Participant's Account shall be based on the Participant's choice among the investment alternatives made available from time to time by the Administrator. The Administrator shall establish a procedure by which a Participant may elect to have the Crediting Rate based on one or more investment alternatives and by which the Participant may change investment elections and may rebalance Account investments. Notwithstanding the preceding sentence, the Administrator may impose the following restrictions on changing

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investment elections: (i) in the case of any investment alternative that guarantees a fixed interest return, limitations on the ability to transfer out of such investment alternative; and (ii) in the case of all investment alternatives, limitations designed to prevent excessive short term trading in the Account or otherwise deemed necessary or desirable by the Administrator. The Participant's Account balance shall reflect the investments selected by the Participant. If an investment selected by a Participant sustains a loss, the Participant's Account shall be reduced to reflect such loss. The Participant's choice among investments shall be solely for purposes of calculation of the Crediting Rate. If the Participant fails to elect an investment alternative, the Crediting Rate shall be based on a default investment alternative selected for this purpose by the Administrator. The Company shall have no obligation to set aside or invest funds as directed by the Participant and, if the Company elects to invest funds as directed by the Participant, the Participant shall have no more right to such funds than any other unsecured general creditor.

3. Amendment to Section 7.1 Section 7.1 of the Plan is hereby deleted in its entirety and the following substituted therefore:

7.1. Beneficiary Designation. The Participant shall, at the commencement of participation in the Plan, designate any person or entity as the Beneficiary to whom payment under the Plan shall be made in the event of the Participant's death. The Beneficiary designation shall be effective upon being submitted in writing to, and received by, the Administrator during the Participant's lifetime on a form prescribed by the Administrator. The Beneficiary designation may be changed by the Participant at any time. Notwithstanding the foregoing, a Beneficiary designation, or any change thereto, shall not be valid unless a Participant has complied with any applicable laws, if any, in selecting the Beneficiary other than the Participant's spouse.

4. Reaffirmation of Plan. Except as otherwise modified by this Amendment, the Plan remains in full force and effect.

**IN WITNESS WHEREOF**, this Amendment is executed on this 30 day of November, 2019, but to be effective as of January 1, 2020.

**OSI RESTAURANT PARTNERS, LLC**

By: /s/ Kelly B. Lefferts  
Kelly B. Lefferts,  
Group Vice President

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October 31, 2023

Brett Patterson

Dear Brett,

This letter agreement confirms the verbal offer extended to you by Bloomin' Brands, Inc. (the "Company") to serve as Executive Vice President, President, Outback Steakhouse reporting to David Deno, Chief Executive Officer. The effective date of your appointment and new compensation will be November 13, 2023. The terms of your employment will be:

You will be employed by a subsidiary of the Company (the "Employer") and your annual base salary will remain \$500,000 payable in equal bi-weekly installments.

You will remain eligible to participate in the Company's annual bonus program and your target bonus shall be 85% of your base salary based on both Company performance against objectives as set forth in the Company bonus program and individual performance. You must remain employed by the Employer through the payout date to receive the payout. For 2023 (paid in 2024), your bonus will be prorated based on changes to your base salary and/or bonus target during the 2023 plan year.

In addition to your annual bonus, you will remain eligible for an annual long-term incentive grant. You shall be eligible for a target of \$500,000, which will be subject to Company and individual performance. The annual long-term incentive award, in the form of performance restricted stock units and restricted stock units, will be made during the Company's standard annual award cycle in February of 2024.

The Company will also issue you a one-time sign-on grant with a grant date value of \$250,000 in the form of restricted stock units on the first trading day of the month immediately following your effective date. This grant will have standard vesting over three years, contingent on continued employment with the Company or the Employer. All grants are subject to the terms of our 2020 Omnibus Incentive Compensation Plan and Equity Award Policy (collectively, the "Plan") and our standard award agreement. Our standard equity agreement includes a "double trigger" provision to protect you in the event of a change-in-control. The details of the Plan and the form of grant agreement will be provided to you separately.

You will remain eligible to participate in the following benefits as applicable and in accordance with the terms of Company policy:

- Medical Benefits Plan
  - Salaried Short-Term Disability Insurance
  - Salaried Long-Term Disability Insurance
  - Company Paid Group Term Life Insurance
  - Company Paid Accidental Death and Dismemberment Insurance
  - Dental Benefits Plan
  - Vision Benefits Plan
  - Non-Qualified Deferred Compensation Plan
  - Restaurant Support Center (RSC) Paid Time Off (PTO)
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In the ordinary course of business, pay and benefit plans continue to evolve as business needs and laws change. To the extent the Company or the Employer determines it to be necessary or desirable to change or eliminate any of the plans or programs in which you participate, such changes will apply to you as they do to other similarly situated employees.

As a condition of your employment, please note the following:

While it is our sincere hope and belief that our relationship will be mutually beneficial, the Company and the Employer do not offer employment for a specified term. Any statements made to you in this letter and in meetings should not be construed in any manner as a proposed contract for any such term. Both you and the Employer may terminate employment at any time, with or without prior notice, for any or no reason, and with or without Cause (as defined on Schedule 1).

As a further condition of your employment, you agree to the following:

1. Restrictive Covenant - Non-competition

A. During Employment. You will devote one hundred percent (100%) of your full business time, attention, energies, and effort to the business affairs of the Employer and the Company. Except with the prior written consent of the Employer, during your employment with the Company or the Employer, you shall not, individually or jointly with others, directly or indirectly, whether for your own account or for that of any other person or entity, engage in or own or hold any ownership interest in any person or entity engaged in a full service restaurant business, and you shall not act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor or in any other capacity for, nor lend any assistance (financial or otherwise) or cooperation to, any such person or entity. You shall not serve on the board of directors or advisory committee of any other company without the prior consent of the Employer, which consent shall not be unreasonably withheld.

B. Post Term. Commencing on the termination of your employment with the Employer, you shall not, individually or jointly with others, directly or indirectly, whether for your own account or for that of any other person or entity, engage in or own or hold any ownership interest in any person or entity engaged in a full table service restaurant business and that is located or intended to be located anywhere within a radius of thirty (30) miles of any full table service restaurant owned or operated by the Company or the Employer, or any proposed full table service restaurant to be owned or operated by the Company or the Employer, and you shall not act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor or in any other capacity for, nor lend any assistance (financial or otherwise) or cooperation to, any such person or entity for the time period specified below:

- (i) If your employment with Employer ends as a result of a termination without Cause by the Employer, then for a continuous period equal to the period of time used for calculating the amount of severance paid to you upon termination, if any; or
- (ii) If your employment with the Employer ends as a result of your voluntary resignation or termination by the Employer for Cause, for a continuous period of one (1) year.

For purposes of this non-competition clause, restaurants owned or operated by the Company or the Employer shall include all restaurants owned or operated by the Company, the Employer, their subsidiaries, franchisees or affiliates and any successor entity to the Company, the Employer, their subsidiaries, franchisees or affiliates, and any entity in which the Company or the Employer, its subsidiaries or any of their affiliates has an interest, including but not limited to, an interest as a franchisor. The term "proposed restaurant" shall include all locations for which the Company, the Employer, or their franchisees or affiliates is conducting

active, bona fide negotiations to secure a fee or leasehold interest with the intention of establishing a restaurant thereon.

C. Limitation. It shall not be a violation of this Non-competition clause for Employee to own a one percent (1%) or smaller interest in any corporation required to file periodic reports with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, or successor statute.

2. **Restrictive Covenant - Non-disclosure; Non-solicitation; Non-piracy**

A. Except in the performance of your duties hereunder, at no time during your employment with the Company or the Employer, or at any time thereafter, shall you, individually or jointly with others, for your benefit of or for the benefit of any third party, publish, disclose, use or authorize anyone else to publish, disclose or use any secret or confidential material or information relating to any aspect of the business or operations of the Employer, the Company or any of their affiliates, including, without limitation, any secret or confidential information relating to the business, customers, trade or industrial practices, trade secrets, technology, recipes, product specifications, restaurant operating techniques and procedures, marketing techniques and procedures, financial data, processes, vendors and other information or know-how of the Employer, the Company or any of their affiliates, except (i) to the extent required by law, regulation or valid subpoena, or (ii) to the extent that such information or material becomes publicly known or available through no fault of your own.

B. Moreover, during your employment with the Employer and for two (2) years thereafter, except as is the result of a broad solicitation that is not targeting employees of the Employer, the Company or any of their franchisees or affiliates, you shall not offer employment to, or hire, any employee of the Employer, the Company or any of their franchisees or affiliates, or otherwise directly or indirectly solicit or induce any employee of the Employer, the Company or any of their franchisees or affiliates to terminate his or her employment with the Employer, the Company or any of their franchisees or affiliates; nor shall you act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor, owner or part owner, or in any other capacity, of or for any person or entity that solicits or otherwise induces any employee of the Employer, the Company or any of their franchisees or affiliates to terminate his or her employment with the Employer, the Company or any of their franchisees or affiliates.

3. **Restrictive Covenant - Company and Employer Property: Duty to Return**. All Employer and Company property and assets, including but not limited to products, recipes, product specifications, training materials, employee selection and testing materials, marketing and advertising materials, special event, charitable and community activity materials, customer correspondence, internal memoranda, products and designs, sales information, project files, price lists, customer and vendor lists, prospectus reports, customer or vendor information, sales literature, territory printouts, call books, notebooks, textbooks, and all other like information or products, including but not limited to all copies, duplications, replications, and derivatives of such information or products, now in your possession or acquired by you while in the employ of the Employer shall be the exclusive property of the Employer and shall be returned to the Employer no later than the date of your last day of work with the Employer.

4. **Restrictive Covenant - Inventions, Ideas, Processes, and Designs**. All inventions, ideas, recipes, processes, programs, software and designs (including all improvements) related to the business of the Employer or the Company shall be disclosed in writing promptly to the Employer, and shall be the sole and exclusive property of the Employer, if either (i) conceived, made or used by you during the course of the your employment with the Employer (whether or not actually conceived during regular business hours) or (ii) made or used by you for a period of six (6) months subsequent to the termination or expiration of such employment. Any invention, idea, recipe, process, program, software or design (including an improvement) shall be deemed "related to the business of the Employer or the Company" if (i) it was made with equipment, facilities or confidential information of the Employer or the Company, (ii) results from work

performed by you for the Employer or the Company or (iii) pertains to the current business or demonstrably anticipated research or development work of the Employer or the Company. You shall cooperate with the Employer and its attorneys in the preparation of patent and copyright applications for such developments and, upon request, shall promptly assign all such inventions, ideas, recipes, processes and designs to the Employer. The decision to file for patent or copyright protection or to maintain such development as a trade secret shall be in the sole discretion of the Employer, and you shall be bound by such decision. You shall provide, on the back of this Agreement, a complete list of all inventions, ideas, recipes, processes and designs if any, patented or unpatented, copyrighted or non-copyrighted, including a brief description, that you made or conceived prior to your employment with the Employer, and that, therefore, are excluded from the scope of the employment with the Employer.

The restrictive covenants contained in this agreement are given and made by you to induce the Employer to employ you and to enter into this Agreement with you, and you hereby acknowledge that employment with the Employer is valuable and sufficient consideration for these restrictive covenants. The restrictive covenants shall be construed as agreements independent of any other provision in this Agreement, and the existence of any claim or cause of action you may have against the Employer or the Company, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement of any restrictive covenant. The refusal or failure of the Employer or the Company to enforce any restrictive covenant of this agreement (or any similar agreement) against any other employee, agent, or independent contractor, for any reason, shall not constitute a defense to the enforcement by the Employer or the Company of any such restrictive covenant, nor shall it give rise to any claim or cause of action by you against the Employer or the Company.

You agree that a breach of any of the restrictive covenants contained in this Agreement will cause irreparable injury to the Employer and the Company for which the remedy at law will be inadequate and would be difficult to ascertain and therefore, in the event of the breach or threatened breach of any such covenants, the Employer and the Company shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to obtain an injunction to restrain you from any threatened or actual activities in violation of any such covenants. You hereby consent and agree that temporary and permanent injunctive relief may be granted in any proceedings that might be brought to enforce any such covenants without the necessity of proof of actual damages, and in the event the Employer or the Company does apply for such an injunction, you shall not raise as a defense thereto that the Employer or the Company has an adequate remedy at law.

For the avoidance of doubt, the termination of this agreement for any reason, shall not extinguish your obligations specified in these restrictive covenants.

ALL PARTIES TO THIS AGREEMENT KNOW AND UNDERSTAND THAT THEY HAVE A CONSTITUTIONAL RIGHT TO A JURY TRIAL. THE PARTIES ACKNOWLEDGE THAT ANY DISPUTE OR CONTROVERSY THAT MAY ARISE OUT OF THIS AGREEMENT OR YOUR EMPLOYMENT WITH EMPLOYER WILL INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES.

THE PARTIES HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO YOUR EMPLOYMENT WITH EMPLOYER, THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO YOUR EMPLOYMENT WITH EMPLOYER, THIS AGREEMENT OR ANY OF THE

CONTEMPLATED TRANSACTIONS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

THE PARTIES INTEND THAT THIS WAIVER OF THE RIGHT TO A JURY TRIAL BE AS BROAD AS POSSIBLE. BY THEIR SIGNATURES BELOW, THE PARTIES PROMISE, WARRANT AND REPRESENT THAT THEY WILL NOT PLEAD FOR, REQUEST OR OTHERWISE SEEK TO HAVE A JURY TO RESOLVE ANY AND ALL DISPUTES THAT MAY ARISE BY, BETWEEN OR AMONG THEM.

You shall be responsible for the payment of all taxes applicable to payments or benefits received from the Employer or the Company. It is the intent of the Employer and the Company that the provisions of this agreement and all other plans and programs sponsored by the Employer and the Company be interpreted to comply in all respects with Internal Revenue Code Section 409A, however, the Employer and the Company shall have no liability to you, or any of your successors or beneficiaries, in the event taxes, penalties or excise taxes may ultimately be determined to be applicable to any payment or benefit received by you or your successors or beneficiaries.

The validity, interpretation, and performance of this agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Florida without giving effect to the principles of comity or conflicts of laws thereof.

This letter constitutes the full commitments which have been extended to you and shall supersede any prior agreements whether oral or written. However, this does not constitute a contract of employment for any period of time. Should you have any questions regarding these commitments or your ability to conform to Company policies and procedures, please let me know immediately.

The signed offer letter and any accompanying documentation must be returned to Zachary Lucio via email at [zacharylucio@bloominbrands.com](mailto:zacharylucio@bloominbrands.com) by the offer expiration date of Tuesday, October 31, 2023 or this offer will be considered null and void.

By signing this offer, you indicate your acceptance of our offer. Please keep one original copy of this offer letter for your personal files.

Congratulations!

Sincerely,

**/s/ David Deno**

**David Deno**  
Chief Executive Officer  
Bloomin' Brands, Inc.

I accept the above offer of employment and I understand the terms as set forth above.

**/s/ Brett Patterson**

**Brett Patterson**

**11/2/23**

**Date**

#### Schedule 1

"Cause" shall be defined as:

1. Your failure to perform the material duties required of you in a manner satisfactory to the Employer, in its reasonable discretion after the Employer follows the following procedures: (a) the Employer gives you a written notice ("Notice of Deficiency") which shall specify the deficiencies in your performance of duties; (b) you shall have a period of thirty (30) days, commencing on receipt of the Notice of Deficiency, in which to cure the deficiencies contained in the Notice of Deficiency; and (c) in the event you do not cure the deficiencies to the satisfaction of the Employer, in its reasonable discretion, within such thirty (30) day period (or if during such thirty (30) day period the Employer determines that you are not making reasonable, good faith efforts to cure the deficiencies to the reasonable satisfaction of the Employer), the Employer shall have the right to immediately terminate your employment for Cause. The provisions of this paragraph (1) may be invoked by the Employer any number of times and cure of deficiencies contained in any Notice of Deficiency shall not be construed as a waiver of this paragraph (1) nor prevent the Employer from issuing any subsequent Notices of Deficiency; or
2. Any willful dishonesty by you in your dealings with the Company, the Employer or their affiliates; your commission of fraud, negligence in the performance of your duties; insubordination; willful misconduct; or your conviction (or plea of guilty or nolo contendere), indictment or charge with respect to, any felony, or any other crime involving dishonesty or moral turpitude; or
3. Any material violation of the restrictive covenants of this agreement; or
4. Any material violation of any current or future material published policy of the Employer or its Affiliates (material published policies include, but are not limited to, the Employer's Employment Non-Discrimination and Non-Harassment Policy, Confidential Information Policy, Contract Policy, Gifts and Entertainment Policy, Disclosure and Communications Policy, Social Media Policy, Responsible Alcohol Policy, Insider Trading Policy, Stock Ownership Guidelines Policy, Code of Conduct, and Information Technology Security Policy); or
5. For all purposes of this Agreement, termination for Cause shall be deemed to have occurred in the event of your resignation when, because of existing facts and circumstances, subsequent termination for Cause can be reasonably foreseen.



Via Hand Delivery

Gregg Scarlett

Re: Position Elimination and Employee Retention

Dear Gregg:

As we have discussed, your position of Executive Vice President, Chief Operating Officer will be eliminated on March 15, 2024 (the "Separation Date"). In an effort to retain your services through the Separation Date, and provided you remain employed through the Separation Date, BBI is willing to provide you severance pay in the amount of \$1,485,000.00 subject to your execution of a Separation and Release Agreement in favor of the Company, a copy of which is attached for your reference, but not to be executed until the Separation Date. However, in the alternative and only in the event that a "Change in Control" results in your "Qualifying Termination" as those terms are defined in the Bloomin' Brands, Inc. Executive Change in Control Plan (the Plan), effective December 6, 2012, your severance payment will be the greater of \$1,485,000.00 or the severance pay due at your level of participation in the Plan be subject to the terms and conditions of the Plan.

This letter does not alter the terms of your employment as set out in your executed offer letter dated February 14, 2020. Furthermore, this letter is not a contract of employment as your employment is and remains at-will. If you voluntarily leave your position before the Termination Date, you will not be eligible for any severance pay.

Please sign this letter in the space provided below to reflect your understanding of the terms and conditions of this retention agreement.

Sincerely,

s/ David J. Deno

David J. Deno



2202 N. West Shore Blvd. | Suite 500 | Tampa, FL 33607 | 813.282.1224

## SEPARATION AND RELEASE AGREEMENT

This SEPARATION AND RELEASE AGREEMENT ("Agreement") is entered into by and between Bloomin' Brands, Inc. ("BBI" or "the Company") and Gregg Scarlett ("Employee"). In consideration of the mutual covenants, conditions and promises set forth in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

### I. Definitions

For purposes of this Agreement, the following Definitions will apply:

A . Separation Date. The "Separation Date" will be March 15, 2024. After that date, Employee will have no authority to act for or on behalf of the Company.

B . Effective Date. The "Effective Date" of this Agreement is the eighth (8th) day after Employee's execution of this Agreement, as set forth in Paragraph II.F(4) below, provided that Employee does not exercise his right to revoke as set forth in that paragraph.

C . Letter Agreement. The "Letter Agreement" is the letter agreement containing Employee's offer letter, which was signed by Employee and is dated February 14, 2020, a copy of which is attached for reference as Exhibit A.

D . Released Parties. The "Released Parties" include but are not limited to Bloomin' Brands, Inc., OS Management, Inc., OSI Restaurant Partners, LLC, direct and indirect affiliates (including but not limited to Outback Steakhouse of Florida, LLC, Bonefish Grill, LLC, Carrabba's Italian Grill, LLC, OS Prime, LLC, OS Pacific, LLC, DoorSide, LLC, OSI/Fleming's, LLC, OSI International, LLC, Outback Steakhouse International, LLC, and OS Restaurant Services, LLC), and all of the past and present directors, officers, partners, shareholders, supervisors, employees, representatives, successors, assigns, subsidiaries, parents, and insurers of OS Management, Inc. and its parents and affiliates.

E . Releasing Parties. The "Releasing Parties" are the Employee and his attorneys, heirs, executors, administrators, representatives, agents, successors, and assigns.

### II. Terms

A . Return of BBI Property. If he has not already done so, Employee will return and give to BBI as soon as possible, but no later than seven (7) days after the Separation Date, all documents, computer files, and any copies thereof, which relate to BBI's business and which are in his possession, or under his direction or control

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and all cell phones, keys, identification cards, laptops, or other tangible items that are the property of BBI. This obligation is in addition to the Duty to Return obligation in Section 3 of the Letter Agreement, which remains in effect, even if partially redundant with the terms in this Section II.A.

B . Severance Pay and Benefits. In consideration for Employee's execution of this Agreement, his acknowledgment and agreement that the Separation Date is his last day of employment, and his release of claims as set forth below, BBI will pay to him as severance pay a lump sum payment of \$675,000.00 representing one year of Employee's base salary. As further consideration for Employee's execution of this Agreement, and his release of claims, BBI will pay to Employee a lump sum payment of \$810,000.00 representing his anticipated target bonus for 2024. Such payments will be made, less applicable taxes and deductions, through direct deposit on the first regular pay day on or after this Agreement becomes enforceable. Employee understands and acknowledges that the period of time used for calculating the amount of severance to be paid was one (1) year. In the alternative, and only if the termination of the Employee's employment is a Qualifying Termination as that term is defined under the Bloomin' Brands, Inc. Executive Change in Control Plan, effective December 6, 2012 (the "Plan"), occurring before the Separation Date, then Employee will be entitled to receive as severance pay under this Agreement, the greater of the severance pay and benefits applicable to Employee's then level of participation under the Plan or the severance pay totaling \$1,485,000.00 as described above.

As further consideration, the Company will pay to Employee in one lump sum payment a taxable amount equal to twelve months of the monthly COBRA premium that Employee would be required to pay to continue Employee's group health and dental coverage in effect on the Separation Date (which amount shall be based on the premium for the first month of COBRA coverage). This payment will be made regardless of whether Employee elects COBRA continuation coverage. This payment does not extend the period in which Employee has to elect COBRA nor does it extend the COBRA continuation period.

C . Not Otherwise Entitled. The parties agree that, apart from this Agreement, Employee is entitled to no payments or other consideration from BBI. The payment described in Paragraph II.B is contingent upon Employee's execution of this Agreement, his not exercising his right to revoke, and his compliance with all of the terms of this Agreement.

D . No Further Obligation. Employee understands that, regardless of whether Employee executes this Agreement, he will be paid all earned and accrued compensation, less applicable deductions, through the Separation Date by BBI and that Employee will be paid all accrued but unused Paid Time Off on the first regular payday after the Separation Date or as otherwise required by law.

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E. Employee Benefits. Employee further agrees that after the last day of the month containing the Separation Date, Employee no longer has any coverage or entitlement to benefits or contributions under any of BBI's benefit plans, with the exception of his option to elect continuation coverage under COBRA and any benefits through BBI's plans that were vested as of the Separation Date or as otherwise required by law. Employee further understands and acknowledges that any grants to Employee in the form of Performance Unit Shares, Restricted Stock Units, or Stock Options are subject to the terms of the Company's 2020 Omnibus Incentive Compensation Plan and Equity Award Policy and the Company's standard Equity Award Policy and, if Employee's separation is due to a Qualifying Event, the terms and conditions of the Plan.

F. Acknowledgements. Employee acknowledges that he has read and understands this Agreement, and he specifically acknowledges the following:

- (1) That he has been advised by BBI to consult with an attorney, and has had the opportunity to consult with an attorney, before signing this Agreement; and
- (2) That he has been given twenty-one (21) days to decide whether to sign this Agreement; and
- (3) That he is waiving, among other claims, age discrimination claims under the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §621, *et seq.*, and all amendments thereto; and
- (4) That if he signs this Agreement, he has seven (7) days in which to revoke his signature, and that the Agreement will not become effective or enforceable until after the Effective Date (in other words, the revocation period must have expired, and Employee must not have exercised his right to revoke). Specifically, Employee understands that he will not receive the payment referred to in Paragraph II.B until after the Effective Date. To revoke this Agreement, Employee must send a written notice to Kelly Lefferts at [KellyLefferts@BloominBrands.com](mailto:KellyLefferts@BloominBrands.com) no later than the eighth (8th) day after Employee's signing of the Agreement; and
- (5) That, by signing this Agreement, he is not waiving or releasing any claims based on actions or omissions that occur after the date of his signing of this Agreement.

G . Release and Waiver of Claims. In exchange for the payment described in Paragraph II.B above, the Releasing Parties fully and forever, waive release and discharge the Released Parties from any and all claims of any nature, whether known or unknown, which Employee may have arising out of, in any way related to, or in connection with his employment or termination of his employment, through the Effective Date of this Agreement.

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This release includes, but is not limited to, the following claims: Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.* ("ADEA"); the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.* (except such rights as may be vested under any retirement plan sponsored by BBI); the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.* (to the extent such claims can be waived); the Genetic Information Nondiscrimination Act ("GINA"); the Florida Civil Rights Act of 1992 (F.S. § 760.01 *et seq.*, as amended), the Florida Whistle Blower Act (F.S. § 448.102 *et seq.*), the Florida Workers' Compensation Retaliation Statute (F.S. § 440.205 *et seq.*) any rights, actions, claims (including medical and health benefit claims), or liability under (a) any state or local statute or regulation, including but not limited to wrongful discharge in violation of public policy, and all state or local whistleblower protection statutes, codes, or regulations, or (b) common law principles, including tort, contract, and equitable claims, except claims or proceedings necessary to enforce the provisions of this Agreement or that cannot be waived by signing of this Agreement; or any claims for wrongful discharge, discrimination, retaliation, harassment, breach of contract, intentional or negligent infliction of emotional distress, defamation, interference with contract, or any other cause of action based on federal, state, or local law or the common law, whether in tort or in contract.

H. Non-Admission of Liability. Employee agrees that BBI entered into this Agreement in compromise of a disputed claim and is not an admission of any liability or wrongdoing on the part of BBI.

I. Taxation. Employee agrees that he is solely responsible for payment of all federal, state, and local taxes on the amounts paid under this Agreement. In the event that BBI is required to pay back taxes or Social Security, or fines or assessments, because of Employee's non-payment of taxes on the amounts paid under this Agreement, Employee agrees to indemnify BBI for any such amounts.

J. Communications to Third Parties. Subject to the exceptions in Section II.L below, Employee will not speak in a defamatory manner concerning BBI or any of the Released Parties to any person who is not a party to this Agreement, and in the event that an employer or prospective employer contacts BBI for a job reference or referral concerning Employee, BBI will instruct its employees, agents or representatives with responsibility for making such reference or referral to provide only Employee's dates of employment and position(s) held, consistent with BBI's normal policy and practice. Any request for a reference should be directed to [www.theworknumber.com](http://www.theworknumber.com) with company code 13799.

K. Confidentiality. Employee agrees that he will not disclose the circumstances of his departure from BBI or the existence or contents of this Agreement, including the amount of monetary payment, to anyone other than his

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attorneys, financial advisers, or his spouse if any, or pursuant to an appropriate order from a court or other entity with competent jurisdiction. If asked about his separation from employment with BBI, Employee agrees to state that he left to pursue other opportunities or word to that effect. In addition, Employee acknowledges that he has held positions of trust and confidence with BBI, and that during the course of his employment he has received or been exposed to material and other information concerning its customers or clients; its policies, practices and procedures; its sales, marketing and financial information; and other information which is proprietary in nature, confidential to BBI, and not generally available to the public or to BBI's competitors, and which, if used or divulged against BBI's best interests would irreparably damage its ability to compete in the marketplace ("Confidential Information"). Confidential Information also includes secret or confidential material or information relating to any aspect of the business or operations of BBI or any of its subsidiaries or affiliates, including, without limitation, any secret or confidential information relating to the business, customers, trade or industrial practices, trade secrets, technology, recipes, product specifications, restaurant operating techniques and procedures, marketing techniques and procedures, financial data, processes, vendors and other information or know-how of BBI or any of its subsidiaries or affiliates. Subject to the exceptions in Section II.L below, Employee further agrees not to possess, use or disclose to any person or entity any Confidential Information without the prior, written consent of BBI, or except as may be required by court order, statute, law or regulation. Employee agrees that if he breaches this confidentiality provision, he will pay BBI \$50,000.00 in liquidated damages for the breach. Employee acknowledges that estimating losses due to a breach can be difficult. Subject to the exceptions in Section II.L below, Employee further agrees that he will not at any time, disclose, use, or communicate to any person or entity, whether directly or indirectly, any Confidential Information obtained by Employee during the term of Employee's employment with BBI, unless Employee has received specific written authorization in advance from BBI prior to the disclosure, use, or communication.

BBI and its officers, directors, agents and management-level employees will have the right to discuss Employee's employment and this Agreement among themselves.

L. Exceptions. Nothing in this Agreement, including but not limited to the provisions in Sections G, J, and K, (a) limits or affects Employee's right to challenge the validity of this Agreement, including a challenge under the Age Discrimination in Employment Act of 1967, as amended; (b) interferes with Employee's right and responsibility to give truthful testimony under oath; or (c) precludes Employee from participating in an investigation, filing a charge, or otherwise communicating with the Equal Employment Opportunity Commission or other governmental entity in connection with any alleged unlawful behavior. However, Employee promises never to seek or accept any damages, remedies or other relief for Employee personally with respect to any claims released in this Agreement,

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except with respect to any government-administered whistleblower law or program. In addition:

(1) Employee may respond to a lawful and valid subpoena or other legal process or court order that seeks the disclosure of Confidential Information but: (i) shall give BBI's Chief Legal Officer the earliest possible notice of the receipt thereof; (ii) shall, as much in advance of the return date as possible, make available to BBI's Chief Legal Officer the documents and other information sought; and (iii) shall assist BBI's legal counsel, at BBI's expense, in resisting or otherwise responding to such subpoena or process.

(2) Employee may disclose Confidential Information to a government agency as part of a report, complaint, or investigation without providing notice to BBI; but if Employee makes such disclosure, Employee agrees to take reasonable steps to try to prevent the disclosure of Confidential Information beyond these allowable parameters. BBI is not waiving any attorney-client privilege or work product protection.

M. Obligation to Cooperate and Assist. Employee agrees to cooperate in good faith with BBI to assist it with any information or matter which is within Employee's knowledge as a result of Employee's employment with BBI, including but not limited to making himself reasonably available for interview by BBI's attorneys, or providing truthful testimony without the necessity of a subpoena or compensation, in any pending or future legal matter in which BBI is a party. (PROVIDED, however, that it will not be a breach of this Agreement for Employee to request a subpoena if his then-employer desires or requests it.) In such instances, BBI will pay all reasonable travel expenses associated with such cooperation and will attempt to schedule such matters at the convenience of the Employee.

N. Waiver. No waiver of any breach of this Agreement shall be construed to be a waiver as to succeeding breaches.

O. Entire Agreement; Survival of Letter Agreement; Modification. The parties agree that this is the entire agreement between the parties and that this Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement, except that (i) the Letter Agreement remains in effect and all of the post-termination provisions in the Letter Agreement shall apply and are hereby re-adopted by Employee, and (ii) in the case of a Qualifying Termination, the restrictive covenants contained in the Plan shall apply. For purposes of the Letter Agreement, the Post Term non-competition obligations described in Section 1.B.i of the Letter Agreement shall remain in effect for twelve months after the Separation Date. The jury trial waiver in the Letter Agreement also remains in effect and applies to any dispute relating to this Agreement or its terms. Employee understands and acknowledges that the confidentiality obligations of this Agreement will supplement, but not replace,

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such agreement or agreements. The post-termination obligations in the Letter Agreement are, and shall be, subject to the limitations in Section II.L of this Agreement. Employee acknowledges that he has re-reviewed and will comply with all of the post-termination obligations in the Letter Agreement, as modified herein. No modification of this Agreement will be valid unless it is in writing identified as an Amendment to the Agreement and is signed by Employee and an authorized executive of BBI. Unless otherwise required by law, the parties agree that any changes to this agreement, whether material or not, do not restart the 21-day consideration period provided to Employee in paragraph F.(2).

P. Defense of Trade Secrets Act. Notwithstanding anything to the contrary in this Agreement, in the Letter Agreement, or otherwise, Employee understands and acknowledges that the Company has informed Employee that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for (i) the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or (ii) the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. Additionally, notwithstanding anything to the contrary in this Agreement or otherwise, Employee understands and acknowledges that the Company has informed Employee that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to a court order.

Q. Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the state of Florida. If legal action is brought at any time based on any controversy or claim arising out of, or relating to this Agreement, the parties agree to submit to the jurisdiction and venue of the state or federal courts located in Hillsborough County, Florida.

R. Remedies for Breach.

(1) ADEA. In the event that the Releasing Parties bring and prevail in an action against the Released Parties based on an ADEA claim released in Paragraph II.G, the Released Parties will be entitled to offset any recovery by the amounts paid under this Agreement or the amount recovered by the Releasing Parties, whichever is less. If the Released Parties prevail in such an action, the Released Parties will be entitled to all remedies authorized by applicable law.

(2) All Other Claims. In the event that the Releasing Parties bring an action against the Released Parties based on any other claim released in Paragraph II.G, the Released Parties may, at their option, and as applicable (a)

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stop making payments that would otherwise have been due under this Agreement; (b) demand the return of any payments that have been made under this Agreement; (c) plead this Agreement in bar to any such action; (d) seek any and all remedies available, including but not limited to injunctive relief and monetary damages, costs and reasonable attorneys' fees.

(3) Breach by BBI. In the event that the Released Parties breach this Agreement, the Releasing Parties will be entitled to bring an action for breach of this Agreement but not for any claims released by Paragraph II.G. If the Releasing Parties prevail in such an action, they will be entitled to recover (as appropriate and applicable) monetary damages, injunctive relief, costs and reasonable attorneys' fees.

S . Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine, singular or plural, as to the identity of the person or persons may require.

T . Severability. Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.

EMPLOYEE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS SEPARATION AND RELEASE AGREEMENT, AND KNOWS AND UNDERSTANDS ITS CONTENTS, AND VOLUNTARILY SIGNS IT OF HIS OWN FREE WILL.

[Signatures on the Next Page]

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IN WITNESS WHEREOF, the parties sign this Agreement on the dates indicated below with the intent to be bound by its terms and conditions.

Bloomin' Brands, Inc.  
By: Kelly Lefferts – Chief Legal Officer

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



February 14, 2020

Gregg Scarlett

Dear Gregg,

This letter agreement confirms the verbal offer extended to you by Bloomin' Brands, Inc. (the "Company") to serve as Executive Vice President, Chief Operating Officer, Casual Dining Restaurants reporting to David Deno, Chief Executive Officer. Your effective date will be February 14, 2020. The terms of your employment will be:

You will be employed by a subsidiary of the Company (the "Employer") and will be paid an annual base salary of \$675,000 effective February 14, 2020 payable in equal bi-weekly installments.

You will remain eligible to participate in the Company's annual bonus program and effective February 14, 2020 your target bonus will be 120% of your base salary based on both Company performance against objectives as set forth in the Company bonus program and individual performance. Your bonus payout for the 2020 fiscal year will be prorated based on your effective date through the end of the fiscal year, provided you remain employed by the Employer through the payout date.

The Company will issue you a one-time grant delivered with 35,000 Performance Share Units ("PSUs"), 50,000 Restricted Stock Units ("RSUs") and 100,000 Stock Options ("Options") on the first business day of the month immediately following your effective date. This grant will have standard vesting of three years contingent on continued employment with the Company or the Employer as follows: PSUs will vest on a 3-year cliff schedule on the third anniversary of the grant date subject to the Company's Adjusted EPS performance over fiscal years 2020-2022, and RSUs and Options shall both ratably vest one-third of the units on each of the first, second and third anniversaries of the grant date, respectively. All grants are subject to the terms of our 2016 Omnibus Incentive Compensation Plan and Equity Award Policy (collectively, the "Plan") and our standard award agreement. Our standard equity agreement includes a "double trigger" provision to protect you in the event of a change-in-control. The details of the Plan and the form of grant agreement will be provided to you separately.

In addition to your annual bonus, you will be eligible for an annual long-term incentive grant commencing in 2020. Per the current long-term incentive plan, you will be eligible for a target up to 150% of your base salary, which will be subject to Company and individual performance.

You will remain eligible for Paid Time Off (PTO) benefit.

You will be eligible to participate in the following benefits as applicable and in accordance with the terms of Company policy:

- Medical Benefits Plan
  - Salaried Short-Term Disability Insurance
  - Salaried Long-Term Disability Insurance
  - Company Paid Group Term Life Insurance
  - Company Paid Accidental Death and Dismemberment Insurance
  - Dental Benefits Plan
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- Vision Benefits Plan
- Non-Qualified Deferred Compensation Plan

In the ordinary course of business, pay and benefit plans continue to evolve as business needs and laws change. To the extent the Company or the Employer determines it to be necessary or desirable to change or eliminate any of the plans or programs in which you participate, such changes will apply to you as they do to other similarly situated employees.

As a condition of your employment, please note the following:

While it is our sincere hope and belief that our relationship will be mutually beneficial, the Company and the Employer do not offer employment for a specified term. Any statements made to you in this letter and in meetings should not be construed in any manner as a proposed contract for any such term. Both you and the Employer may terminate employment at any time, with or without prior notice, for any or no reason, and with or without Cause (as defined on Schedule 1).

As a further condition of your employment you agree to the following:

1. Restrictive Covenant - Non-competition

A. During Employment. You will devote one hundred percent (100%) of your full business time, attention, energies, and effort to the business affairs of the Employer and the Company. Except with the prior written consent of the Employer, during your employment with the Company or the Employer, you shall not, individually or jointly with others, directly or indirectly, whether for your own account or for that of any other person or entity, engage in or own or hold any ownership interest in any person or entity engaged in a full service restaurant business, and you shall not act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor or in any other capacity for, nor lend any assistance (financial or otherwise) or cooperation to, any such person or entity. You shall not serve on the board of directors or advisory committee of any other company without the prior consent of the Employer, which consent shall not be unreasonably withheld.

B. Post Term. Commencing on termination your employment with the Employer, you shall not, individually or jointly with others, directly or indirectly, whether for your own account or for that of any other person or entity, engage in or own or hold any ownership interest in any person or entity engaged in a full table service restaurant business and that is located or intended to be located anywhere within a radius of thirty (30) miles of any full table service restaurant owned or operated by the Company or the Employer, or any proposed full table service restaurant to be owned or operated by the Company or the Employer, and you shall not act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor or in any other capacity for, nor lend any assistance (financial or otherwise) or cooperation to, any such person or entity for the time period specified below:

- (i) If your employment with Employer ends as a result of a termination without Cause (as defined in Schedule 1) by the Employer or your resignation for Good Reason (as defined in Schedule 1), then for a continuous period equal to the period of time used for calculating the amount of severance paid to you upon termination, if any; or
  - (ii) If your employment with the Employer ends as a result of your voluntary resignation or termination by the Employer for Cause, for a continuous period of one (1) year.
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For purposes of this non-competition clause, restaurants owned or operated by the Company or the Employer shall include all restaurants owned or operated by the Company, the Employer, their subsidiaries, franchisees or affiliates and any successor entity to the Company, the Employer, their subsidiaries, franchisees or affiliates, and any entity in which the Company or the Employer, its subsidiaries or any of their affiliates has an interest, including but not limited to, an interest as a franchisor. The term "proposed restaurant" shall include all locations for which the Company, the Employer, or their franchisees or affiliates is conducting active, bona fide negotiations to secure a fee or leasehold interest with the intention of establishing a restaurant thereon.

C. Limitation. It shall not be a violation of this Non-competition clause for Employee to own a one percent (1%) or smaller interest in any corporation required to file periodic reports with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, or successor statute.

2. **Restrictive Covenant - Non-disclosure; Non-solicitation; Non-piracy**

A. Except in the performance of your duties hereunder, at no time during your employment with the Company or the Employer, or at any time thereafter, shall you, individually or jointly with others, for your benefit of or for the benefit of any third party, publish, disclose, use or authorize anyone else to publish, disclose or use any secret or confidential material or information relating to any aspect of the business or operations of the Employer, the Company or any of their affiliates, including, without limitation, any secret or confidential information relating to the business, customers, trade or industrial practices, trade secrets, technology, recipes, product specifications, restaurant operating techniques and procedures, marketing techniques and procedures, financial data, processes, vendors and other information or know-how of the Employer, the Company or any of their affiliates, except (i) to the extent required by law, regulation or valid subpoena, or (ii) to the extent that such information or material becomes publicly known or available through no fault of your own.

B. Moreover, during your employment with the Employer and for two (2) years thereafter, except as is the result of a broad solicitation that is not targeting employees of the Employer, the Company or any of their franchisees or affiliates, you shall not offer employment to, or hire, any employee of the Employer, the Company or any of their franchisees or affiliates, or otherwise directly or indirectly solicit or induce any employee of the Employer, the Company or any of their franchisees or affiliates to terminate his or her employment with the Employer, the Company or any of their franchisees or affiliates; nor shall you act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor, owner or part owner, or in any other capacity, of or for any person or entity that solicits or otherwise induces any employee of the Employer, the Company or any of their franchisees or affiliates to terminate his or her employment with the Employer, the Company or any of their franchisees or affiliates.

3. **Restrictive Covenant - Company and Employer Property: Duty to Return**. All Employer and Company property and assets, including but not limited to products, recipes, product specifications, training materials, employee selection and testing materials, marketing and advertising materials, special event, charitable and community activity materials, customer correspondence, internal memoranda, products and designs, sales information, project files, price lists, customer and vendor lists, prospectus reports, customer or vendor information, sales literature, territory printouts, call books, notebooks, textbooks, and all other like information or products, including but not limited to all copies, duplications, replications, and derivatives of such information or products, now in your possession or acquired by you while in the employ of the Employer shall be the exclusive property of the Employer and shall be returned to the Employer no later than the date of your last day of work with the Employer.

4. **Restrictive Covenant - Inventions, Ideas, Processes, and Designs**. All inventions, ideas, recipes, processes, programs, software and designs (including all improvements) related to the business of the Employer or the Company shall be disclosed in writing promptly to the Employer, and shall be the sole and

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exclusive property of the Employer, if either (i) conceived, made or used by you during the course of the your employment with the Employer (whether or not actually conceived during regular business hours) or (ii) made or used by you for a period of six (6) months subsequent to the termination or expiration of such employment. Any invention, idea, recipe, process, program, software or design (including an improvement) shall be deemed "related to the business of the Employer or the Company" if (i) it was made with equipment, facilities or confidential information of the Employer or the Company, (ii) results from work performed by you for the Employer or the Company or (iii) pertains to the current business or demonstrably anticipated research or development work of the Employer or the Company. You shall cooperate with the Employer and its attorneys in the preparation of patent and copyright applications for such developments and, upon request, shall promptly assign all such inventions, ideas, recipes, processes and designs to the Employer. The decision to file for patent or copyright protection or to maintain such development as a trade secret shall be in the sole discretion of the Employer, and you shall be bound by such decision. You shall provide, on the back of this Agreement, a complete list of all inventions, ideas, recipes, processes and designs if any, patented or unpatented, copyrighted or non-copyrighted, including a brief description, that you made or conceived prior to your employment with the Employer, and that, therefore, are excluded from the scope of the employment with the Employer.

The restrictive covenants contained in this agreement are given and made by you to induce the Employer to employ you and to enter into this Agreement with you, and you hereby acknowledge that employment with the Employer is sufficient consideration for these restrictive covenants. The restrictive covenants shall be construed as agreements independent of any other provision in this Agreement, and the existence of any claim or cause of action you may have against the Employer or the Company, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement of any restrictive covenant. The refusal or failure of the Employer or the Company to enforce any restrictive covenant of this agreement (or any similar agreement) against any other employee, agent, or independent contractor, for any reason, shall not constitute a defense to the enforcement by the Employer or the Company of any such restrictive covenant, nor shall it give rise to any claim or cause of action by you against the Employer or the Company.

You agree that a breach of any of the restrictive covenants contained in this Agreement will cause irreparable injury to the Employer and the Company for which the remedy at law will be inadequate and would be difficult to ascertain and therefore, in the event of the breach or threatened breach of any such covenants, the Employer and the Company shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to obtain an injunction to restrain you from any threatened or actual activities in violation of any such covenants. You hereby consent and agree that temporary and permanent injunctive relief may be granted in any proceedings that might be brought to enforce any such covenants without the necessity of proof of actual damages, and in the event the Employer or the Company does apply for such an injunction, you shall not raise as a defense thereto that the Employer or the Company has an adequate remedy at law.

For the avoidance of doubt, the termination of this agreement for any reason, shall not extinguish your obligations specified in these restrictive covenants.

ALL PARTIES TO THIS AGREEMENT KNOW AND UNDERSTAND THAT THEY HAVE A CONSTITUTIONAL RIGHT TO A JURY TRIAL. THE PARTIES ACKNOWLEDGE THAT ANY DISPUTE OR CONTROVERSY THAT MAY ARISE OUT OF THIS AGREEMENT WILL INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES.

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE

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KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

THE PARTIES INTEND THAT THIS WAIVER OF THE RIGHT TO A JURY TRIAL BE AS BROAD AS POSSIBLE. BY THEIR SIGNATURES BELOW, THE PARTIES PROMISE, WARRANT AND REPRESENT THAT THEY WILL NOT PLEAD FOR, REQUEST OR OTHERWISE SEEK TO HAVE A JURY TO RESOLVE ANY AND ALL DISPUTES THAT MAY ARISE BY, BETWEEN OR AMONG THEM.

You shall be responsible for the payment of all taxes applicable to payments or benefits received from the Employer or the Company. It is the intent of the Employer and the Company that the provisions of this agreement and all other plans and programs sponsored by the Employer and the Company be interpreted to comply in all respects with Internal Revenue Code Section 409A, however, the Employer and the Company shall have no liability to you, or any of your successors or beneficiaries, in the event taxes, penalties or excise taxes may ultimately be determined to be applicable to any payment or benefit received by you or your successors or beneficiaries.

The validity, interpretation, and performance of this agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Florida without giving effect to the principles of comity or conflicts of laws thereof.

This letter constitutes the full commitments which have been extended to you and shall supersede any prior agreements whether oral or written. However, this does not constitute a contract of employment for any period of time. Should you have any questions regarding these commitments or your ability to conform to Bloomin' Brands policies and procedures, please let me know immediately.

By signing this offer, you indicate your acceptance of our offer. Please keep one original copy of this offer letter for your personal files.

We look forward to having you join us as a member of our team.

Sincerely,

**/s/ Pablo Brizi**

**Pablo Brizi**

Senior Vice President, Chief Human Resources Officer  
Bloomin' Brands, Inc.

I accept the above offer of employment and I understand the terms as set forth above.

**/s/ Gregg Scarlett**

**Gregg Scarlett**

**2/14/20**

**Date**

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#### Schedule 1

"Cause" shall be defined as:

1. Your failure to perform the material duties required of you in a manner satisfactory to the Employer, in its reasonable discretion after the Employer follows the following procedures: (a) the Employer gives you a written notice ("Notice of Deficiency") which shall specify the deficiencies in your performance of duties; (b) you shall have a period of thirty (30) days, commencing on receipt of the Notice of Deficiency, in which to cure the deficiencies contained in the Notice of Deficiency; and (c) in the event you do not cure the deficiencies to the satisfaction of the Employer, in its reasonable discretion, within such thirty (30) day period (or if during such thirty (30) day period the Employer determines that you are not making reasonable, good faith efforts to cure the deficiencies to the reasonable satisfaction of the Employer), the Employer shall have the right to immediately terminate your employment for Cause. The provisions of this paragraph (1) may be invoked by the Employer any number of times and cure of deficiencies contained in any Notice of Deficiency shall not be construed as a waiver of this paragraph (1) nor prevent the Employer from issuing any subsequent Notices of Deficiency; or
2. Any willful dishonesty by you in your dealings with the Company, the Employer or their affiliates; your commission of fraud, negligence in the performance of your duties; insubordination; willful misconduct; or your conviction (or plea of guilty or nolo contendere), indictment or charge with respect to, any felony, or any other crime involving dishonesty or moral turpitude; or
3. Any material violation of the restrictive covenants of this agreement or
4. Any material violation of any current or future material published policy of the Employer or its Affiliates (material published policies include, but are not limited to, the Employer's discrimination and harassment policy, management dating policy, responsible alcohol policy, insider trading policy, ethics policy and security policy).
5. For all purposes of this Agreement, termination for Cause shall be deemed to have occurred in the event of the Employee's resignation when, because of existing facts and circumstances, subsequent termination for Cause can be reasonably foreseen.

"Good Reason" shall be defined as any one or more of the following

- (i) a material diminution in the nature and scope of your responsibilities, duties or authority (any diminution of the business of the Company shall not constitute Good Reason);
  - (ii) a material diminution by the Company in your current base salary and/or your annual bonus potential other than as part of an across-the-board reduction that results in a proportional reduction to you substantially equivalent to that of other employees that are designated at the same level as you;
  - (iii) a removal from, or failure to continue in, the your current position, unless you are offered another position that is no less favorable than your current position in terms of compensation (compensation for these purposes meaning base salary and participation in annual bonus and long-term incentive programs); or
  - (iv) an actual relocation of your principal office to another location more than fifty (50) miles from your current office location and such office relocation results in a material increase in your length of commute; provided that no finding of Good Reason shall be effective unless and until you have provided the Company, within sixty (60) calendar days of the date when the you became aware, or
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should have become aware, of the facts and circumstances underlying the finding of Good Reason, with written notice thereof stating with specificity all of the facts and circumstances underlying the finding of Good Reason and that the you intends to terminate your employment for Good Reason no later than the sixtieth (60th) day following the delivery of such notice to the Employer and, if the basis for such finding of Good Reason is capable of being cured by the Employer, providing the Employer with an opportunity to cure the same within thirty (30) calendar days after receipt of such notice. If the Company does not cure the same within such thirty (30) calendar day cure period, no finding of Good Reason shall be effective unless you terminate employment within thirty (30) calendar days of the expiration of such cure period.



| SUBSIDIARY NAME                                 | STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION |
|-------------------------------------------------|--------------------------------------------------------------|
| Annapolis Outback, Inc.                         | MD                                                           |
| BBI International Holdings, Inc.                | FL                                                           |
| BBI Ristorante Italiano, LLC                    | FL                                                           |
| Bel Air Outback, Inc.                           | MD                                                           |
| BFG Nebraska, Inc.                              | FL                                                           |
| BFG New Jersey Services, Limited Partnership    | FL                                                           |
| BFG Oklahoma, Inc.                              | FL                                                           |
| BFG Pennsylvania Services, Ltd                  | FL                                                           |
| BFG/FPS of Marlton Partnership                  | FL                                                           |
| Bloom Brands Holdings I C.V.                    | NL                                                           |
| Bloom Brands Holdings II C.V.                   | NL                                                           |
| Bloom Group Holdings B.V.                       | NL                                                           |
| Bloom Group Restaurants, LLC                    | FL                                                           |
| Bloom No.1 Limited                              | HK                                                           |
| Bloom Participações, Ltda.                      | BR                                                           |
| Bloomin' Brands Gift Card Services, LLC         | FL                                                           |
| Bloomin' Brands International, LLC              | FL                                                           |
| Bloomin Puerto Rico L.P.                        | CI                                                           |
| Bonefish Baltimore County, LLC                  | MD                                                           |
| Bonefish Beverages, LLC                         | TX                                                           |
| Bonefish Brandywine, LLC                        | MD                                                           |
| Bonefish Designated Partner, LLC                | DE                                                           |
| Bonefish Grill International, LLC               | FL                                                           |
| Bonefish Grill, LLC                             | FL                                                           |
| Bonefish Holdings, LLC                          | TX                                                           |
| Bonefish Kansas LLC                             | KS                                                           |
| Bonefish of Bel Air, LLC                        | MD                                                           |
| Bonefish of Gaithersburg, Inc.                  | MD                                                           |
| Bonefish/Anne Arundel, LLC                      | MD                                                           |
| Bonefish/Asheville, Limited Partnership         | FL                                                           |
| Bonefish/Carolinas, Limited Partnership         | FL                                                           |
| Bonefish/Columbus-I, Limited Partnership        | FL                                                           |
| Bonefish/Crescent Springs, Limited Partnership  | FL                                                           |
| Bonefish/Fredericksburg, Limited Partnership    | FL                                                           |
| Bonefish/Glen Burnie, LLC                       | MD                                                           |
| Bonefish/Greensboro, Limited Partnership        | FL                                                           |
| Bonefish/Hyde Park, Limited Partnership         | FL                                                           |
| Bonefish/Newport News, Limited Partnership      | FL                                                           |
| Bonefish/Richmond, Limited Partnership          | FL                                                           |
| Bonefish/Southern Virginia, Limited Partnership | FL                                                           |
| Bonefish/Virginia, Limited Partnership          | FL                                                           |
| Carrabba's Designated Partner, LLC              | DE                                                           |
| Carrabba's Italian Grill of Howard County, Inc. | MD                                                           |
| Carrabba's Italian Grill of Overlea, Inc.       | MD                                                           |
| Carrabba's Italian Grill, LLC                   | FL                                                           |
| Carrabba's Kansas LLC                           | KS                                                           |
| Carrabba's of Bowie, LLC                        | MD                                                           |
| Carrabba's of Germantown, Inc.                  | MD                                                           |
| Carrabba's of Ocean City, Inc.                  | MD                                                           |
| Carrabba's of Pasadena, Inc.                    | MD                                                           |
| Carrabba's of Waldorf, Inc.                     | MD                                                           |
| Carrabba's/Birmingham 280, Limited Partnership  | FL                                                           |
| Carrabba's/DC-I, Limited Partnership            | FL                                                           |
| CIG Omaha, Inc.                                 | FL                                                           |





| SUBSIDIARY NAME                                      | STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION |
|------------------------------------------------------|--------------------------------------------------------------|
| CIGI Beverages of Texas, LLC                         | TX                                                           |
| CIGI Florida Services, Ltd                           | FL                                                           |
| CIGI Holdings, LLC                                   | TX                                                           |
| CIGI Oklahoma, Inc.                                  | FL                                                           |
| CIGI/BFG of East Brunswick Partnership               | FL                                                           |
| DoorSide, LLC                                        | FL                                                           |
| Dutch Holdings I, LLC                                | FL                                                           |
| Fleming's Beverages, LLC                             | TX                                                           |
| Fleming's International, LLC                         | FL                                                           |
| Fleming's of Baltimore, LLC                          | MD                                                           |
| Fleming's/Outback Holdings, LLC                      | TX                                                           |
| FPS NEBRASKA, INC.                                   | FL                                                           |
| FPS Oklahoma, Inc.                                   | FL                                                           |
| Frederick Outback, Inc.                              | MD                                                           |
| Hagerstown Outback, Inc.                             | MD                                                           |
| New Private Restaurant Properties, LLC               | DE                                                           |
| OBTex Holdings, LLC                                  | TX                                                           |
| Ocean City Outback, Inc.                             | MD                                                           |
| OS Management, Inc.                                  | FL                                                           |
| OS Niagara Falls, LLC                                | FL                                                           |
| OS Prime, LLC                                        | FL                                                           |
| OS Realty, LLC                                       | FL                                                           |
| OS Restaurant Services, LLC                          | FL                                                           |
| OSF Florida Services, Ltd                            | FL                                                           |
| OSF Nebraska, Inc.                                   | FL                                                           |
| OSF New York Services, Limited Partnership           | FL                                                           |
| OSF Oklahoma, Inc.                                   | FL                                                           |
| OSF Virginia Services, Limited Partnership           | FL                                                           |
| OSF/BFG of Deptford Partnership                      | FL                                                           |
| OSF/BFG of Lawrenceville Partnership                 | FL                                                           |
| OSF/CIGI of Evesham Partnership                      | FL                                                           |
| OSI HoldCo, Inc.                                     | DE                                                           |
| OSI HoldCo I, Inc.                                   | DE                                                           |
| OSI HoldCo II, Inc.                                  | DE                                                           |
| OSI International, LLC                               | FL                                                           |
| OSI Restaurant Partners, LLC                         | DE                                                           |
| OSI/Fleming's, LLC                                   | DE                                                           |
| Outback & Carrabba's of New Mexico, Inc.             | NM                                                           |
| Outback Alabama, Inc.                                | AL                                                           |
| Outback Beverages of Texas, LLC                      | TX                                                           |
| Outback Designated Partner, LLC                      | DE                                                           |
| Outback Kansas LLC                                   | KS                                                           |
| Outback of Aspen Hill, Inc.                          | MD                                                           |
| Outback of Calvert County, Inc.                      | MD                                                           |
| Outback of Carroll County, Inc.                      | MD                                                           |
| Outback of Conway, Inc.                              | AR                                                           |
| Outback of Germantown, Inc.                          | MD                                                           |
| Outback of La Plata, Inc.                            | MD                                                           |
| Outback of Laurel, LLC                               | MD                                                           |
| Outback of Silver Spring, Inc.                       | MD                                                           |
| Outback of Waldorf, Inc.                             | MD                                                           |
| Outback Philippines Development Holdings Corporation | PI                                                           |
| Outback Puerto Rico Designated Partner, LLC          | DE                                                           |
| Outback Steakhouse International Investments, Co.    | CI                                                           |



| SUBSIDIARY NAME                                                   | STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION |
|-------------------------------------------------------------------|--------------------------------------------------------------|
| Outback Steakhouse International, L.P.                            | GA                                                           |
| Outback Steakhouse International, LLC                             | FL                                                           |
| Outback Steakhouse of Canton, Inc.                                | MD                                                           |
| Outback Steakhouse of Florida, LLC                                | FL                                                           |
| Outback Steakhouse of Howard County, Inc.                         | MD                                                           |
| Outback Steakhouse of Jonesboro, Inc.                             | AR                                                           |
| Outback Steakhouse of Salisbury, Inc.                             | MD                                                           |
| Outback Steakhouse of St. Mary's County, Inc.                     | MD                                                           |
| Outback Steakhouse Restaurantes Brasil, S.A. (f/k/a Bloom Holdco) | BR                                                           |
| Outback Steakhouse West Virginia, Inc.                            | WV                                                           |
| Outback/Carrabba's Partnership                                    | FL                                                           |
| Outback/Fleming's Designated Partner, LLC                         | DE                                                           |
| Outback/Stone-II, Limited Partnership                             | FL                                                           |
| Outback-Carrabba's of Hunt Valley, Inc.                           | MD                                                           |
| Owings Mills Incorporated                                         | MD                                                           |
| Perry Hall Outback, Inc.                                          | MD                                                           |
| Prince George's County Outback, Inc.                              | MD                                                           |
| Private Restaurant Master Lessee, LLC                             | DE                                                           |
| Williamsburg Square Joint Venture                                 | PA                                                           |
| Xuanmei Food and Beverage (Shanghai) Co., Ltd.                    | CN                                                           |

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-183270, 333-187035, 333-194261, 333-202259, 333-209691, 333-210868 and 333-238805) of Bloomin' Brands, Inc. of our report dated February 28, 2024 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Tampa, Florida  
February 28, 2024

**CERTIFICATION**

I, David J. Deno, certify that:

1. I have reviewed this Annual Report on Form 10-K of Bloomin' Brands, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024

/s/ David J. Deno

David J. Deno

Chief Executive Officer

(Principal Executive Officer)

**CERTIFICATION**

I, Christopher Meyer, certify that:

1. I have reviewed this Annual Report on Form 10-K of Bloomin' Brands, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024

/s/ Christopher Meyer

Christopher Meyer

Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-  
OXLEY ACT OF 2002**

In connection with the Annual Report of Bloomin' Brands, Inc. (the "Company") on Form 10-K for the year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David J. Deno, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the dates and periods covered by the Report.

Date: February 28, 2024

/s/ David J. Deno

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David J. Deno

Chief Executive Officer

(Principal Executive Officer)

A signed original of this written statement required by Section 906 has been provided to, and will be retained by, Bloomin' Brands, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-  
OXLEY ACT OF 2002**

In connection with the Annual Report of Bloomin' Brands, Inc. (the "Company") on Form 10-K for the year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Christopher Meyer, Executive Vice President and Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the dates and periods covered by the Report.

Date: February 28, 2024

/s/ Christopher Meyer

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Christopher Meyer

Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to, and will be retained by, Bloomin' Brands, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.



## BLOOMIN' BRANDS, INC. COMPENSATION RECOVERY POLICY HR14

Bloomin' Brands, Inc. (the "**Company**") is committed to a high standard of business conduct and integrity and to conducting its business activities in compliance with applicable laws, including those laws applicable to the Company as a publicly traded company. This Compensation Recovery Policy ("**Policy**") establishes the policy of the Company with respect to the recovery of certain compensation paid to Covered Executive Officers, as defined herein, consistent with our business standards and applicable law.

To the extent this Policy applies to compensation payable to a person covered by this Policy, it shall be the only clawback policy applicable to such compensation and no other clawback policy shall apply; provided that, if such other policy provides that a greater amount of such compensation shall be subject to clawback, such other policy shall apply to the amount in excess of the amount subject to clawback under this Policy. This Policy shall be interpreted to comply with the clawback rules found in 229 C.F.R. §240.10D and the related listing rules of the national securities exchange or national securities association ("**Exchange**") on which the Company has listed securities, and, to the extent this Policy is in any manner deemed inconsistent with such rules, this Policy shall be treated as retroactively amended to be compliant with such rules.

### 1. **Definitions.** For purposes of this Policy, the following definitions shall apply:

"**Covered Executive Officer**" means each individual who is an Executive Officer at any time on or after the Effective Date. Each Covered Executive Officer shall continue to be subject to this Policy following the termination of his or her status as an Executive Officer (including as a result of termination of employment), only with respect to Erroneously Awarded Compensation granted, paid or awarded in respect of his or her services as an Executive Officer.

"**Executive Officer**" means the Company's current and former executive officers, as determined by the Company's Board of Directors ("**Board**") in accordance with Section 10D of the Securities Exchange Act of 1934 and the listing standards of the national securities exchange on which the Company's securities are listed, and such other employees who may from time to time be deemed subject to the Policy by the Board.

"**Effective Date**" means April 18, 2023.

"**Incentive Compensation**" means any cash or equity-based compensation for which the grant, earning, payment, or vesting (or any portion thereof) is or was predicated upon the achievement of specified financial results.

"**Material Financial Restatement**" occurs when one or more previously publicly disclosed financial statements of the Company are subsequently restated and republished: (a) to correct material non-compliance with any financial reporting requirements under applicable securities laws, as determined in the discretion of the Board or (b) to correct errors that are not material to compliance with financial reporting requirements applicable to previously issued financial statements, but would result in a

Effective Date: December 17, 2014

Amended: April 17, 2023

Approved by: Board of Directors

Policy #:HR14

material misstatement if the errors were left uncorrected in the current filing or the error correction was recognized in the current period, and shall exclude any restatement required due to changes in accounting rules or standards or changes in applicable law. The Board shall take into consideration any applicable interpretations of the Exchange in determining whether a financial restatement qualifies as a Material Financial Restatement for purposes of this Policy.

## **2. Erroneously Awarded Compensation.**

The amount of Incentive Compensation subject to this Policy ("**Erroneously Awarded Compensation**") is the amount of Incentive Compensation received by the Covered Executive Officer that exceeds the amount of Incentive Compensation that otherwise would have been received had it been determined based on the restated amounts and shall be computed without regard to any taxes paid. If the Board cannot determine the amount of Erroneously Awarded Compensation received by the Covered Executive Officer directly from the information in the Material Financial Restatement, then it will make its determination based on a reasonable estimate of the effect of the Material Financial Restatement. For purposes hereof, Incentive Compensation is considered 'received' when the applicable financial reporting measure performance goal specified in the award is attained, even if the payment or grant occurs later.

For clarity, Erroneously Awarded Compensation specifically excludes cash and equity-based compensation for which the grant, payment, or vesting is not or was not predicated upon the attainment of specified financial results, such as salary, discretionary bonus and equity awards predicated upon the attainment of subjective standards, time-based vesting periods and strategic/operational goals.

## **3. Forfeiture and Reimbursement.**

In the event of a Material Financial Restatement, the Company will require, to the fullest extent permitted by applicable law, that any Covered Executive Officer forfeit and/or reimburse to the Company reasonably promptly the full amount of any Erroneously Awarded Compensation received by such Covered Executive Officer(s) during the three (3) completed fiscal years immediately preceding the date on which the Company concludes that it must file a Material Financial Restatement or the date a governing authority directs the Company to file a Material Financial Restatement, except to the extent one or the following circumstances applies:

- (i) the direct expense paid to a third party to assist in enforcing this Policy and recover the forfeiture and/or reimbursement would exceed the amount to be recovered and the Company has made a determination that recovery would be impracticable. Before concluding that it would be impracticable to recover any amount of Recoverable Compensation based on expense of enforcement, the Company will make a reasonable attempt to recover such Recoverable Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the Exchange;
- (ii) recovery would violate applicable home country law in effect prior to November 28, 2022. Before concluding that it would be impracticable to recover any amount of erroneously awarded compensation based on violation of home country law, the Company will obtain an opinion of home country counsel acceptable to the Exchange, that recovery would result in such a violation and will provide such opinion to the Exchange; or

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Policy #:HR14

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- (iii) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the registrant, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

To the extent that a Covered Executive Officer does not make reimbursement to the Company under this Policy within a reasonable time following demand by the Company, or any shares of Erroneously Awarded Compensation have been sold by the Covered Executive Officer, the Company shall have the right to reduce, cancel or withhold against outstanding, unvested, vested or future cash or equity-based compensation, or require a substitute form of reimbursement, all as determined in the discretion of the Board and to the extent permitted under applicable law.

**4. No Indemnification or Insurance.** The Company will not insure or indemnify any Covered Executive Officer against the loss of Erroneously Awarded Compensation pursuant to this Policy.

**5. Authority and Interpretations.** This Policy generally will be administered and interpreted by the Board. Any determination by the Board with respect to this Policy shall be final, conclusive and binding on all interested parties. The determinations of the Board under this Policy need not be uniform with respect to all Covered Executive Officers. The Board may from time-to-time delegate any or all of its rights, authority, and obligations under this Policy to a Committee of the Board. In the event of any such delegation, all authority granted under this Policy in the discretion of the Board shall include and be a reference to the discretion of such Committee. The Board shall have the right from time-to-time to re-assume any such rights, authority, or obligations so delegated.

The provisions in this Policy are intended to be applied to the fullest extent of the law. To the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted. The invalidity or unenforceability of any provision of this Policy shall not affect the validity or enforceability of any other provision of this Policy.

The rights of the Company under this Policy to seek forfeiture or reimbursement are not exclusive remedies and do not preclude any other recourse by the Company.

The Board may, from time-to-time, suspend, discontinue, revise, or amend this Policy in any respect whatsoever. The Board may terminate this Policy at any time.

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Policy #:HR14