JACK IN THE BOX

DISTRICT MANAGER PERFORMANCE INCENTIVE PLAN

Effective Beginning Q2 Fiscal Year 2021 (January 18, 2021)

PURPOSE

The purpose of the District Manager Performance Incentive Plan, (the "Plan") is to promote the interests of Jack in the Box Inc. and its stockholders by providing performance-based incentives that encourage future employee loyalty and align incentive awards with restaurant performance achievement of the district.

DEFINITIONS

Whenever the following terms are used in the Plan, with their initial letter(s) capitalized, they shall have the meanings set forth below:

(a) "Bonus" means any lump sum cash incentive payment;

(b) "Company" means Jack in the Box Inc.;

(c) "CY" means the Company's current fiscal year;

(d) "Employee" means any person who is classified in regular status as a Company employee;

(e) "Leave of Absence" shall have the same meaning as provided in the Company's Leave of Absence LOA) Policy;

(f) "Period" means each full four-week accounting Period in the Company's Fiscal Year (FY);

(g) "Plan" means the Jack in the Box District Manager Performance Incentive Plan, as amended from time to time;

(h) "PY" means the Company's prior fiscal year;

(i) "Quarter" means the time period of which performance results are measured, and corresponds with each Quarter in the Company's Fiscal Year (FY): Quarter I is Periods 1-4 (16 Weeks); Quarter II is Periods 5-7 (12 Weeks); Quarter III is Periods 8-10 (12 Weeks); Quarter IV is Periods 11-13 (12 Weeks);

(j) "Remodel" means a restaurant that is closed for a period of 14 days or more;

(k) "Week" is defined as Monday through Sunday.

ELIGIBILITY

To become a "Participant" in the Plan, an Employee must meet the qualifications of sub-paragraphs I, II and II below, as well as any other eligibility requirements set forth in the Plan. Other eligibility requirements include, but are not limited to, those set forth in the Termination of a Participant provision in the Terms and Conditions section below.

I. The Employee must be employed by the Company for at least one full Period during the Quarter;

II. The Employee must be classified as a District Manager for at least one full week during the Quarter;

III. The Employee must not be eligible to participate in any other performance incentive plan offered by the Company.

HOW THE PLAN WORKS

Sales Tier by Sales Volume – Every quarter, each District is assigned to a Sales Tier based on the current quarter Sales Volume of the restaurants within the district to determine the potential bonus amount (see Appendix A).

Performance Metrics/Goals

- Performance goals are established at three performance levels: Threshold – Target – Exceptional. Your Director of Operations will provide the district's goals and review actual performance throughout the Quarter.
- Performance is measured on the results for the full Quarter and prorated between performance levels. Results are based on the sum of all restaurants in the district.
- A Participant may receive a Bonus each Quarter, if any is to be made, based on the district's actual CY performance relative to the performance goals, comparing the change in CY vs PY, or as otherwise designated.

Note: For restaurants in the District that were remodeled in PY or in CY, the bonus calculation will be adjusted for CY and PY to reflect only the number of full open weeks in the Quarter.

Bonus Payout Potential – See Appendix A.

TERMS AND CONDITIONS

Effective Date

The Plan shall be effective beginning Quarter 2 FY21 (January 18, 2021) and shall remain in effect for each fiscal year unless modified or terminated.

Administration

The Compensation & Benefits Department, in coordination with and approval of the Chief Operating Officer or other designated executive officer, shall have the power and authority at any time to adopt, modify, or eliminate eligibility and other rules and regulations for the administration of the Plan.

Plan Revision

The Compensation & Benefits Department, in coordination with and the approval of the Chief Operating Officer or other designated executive officer, upon determining that the purpose and intent of the Plan are not being fulfilled, may terminate, alter, suspend or amend the Plan at any time as deemed necessary to further the best interests of the Company. Such actions may be effective for any fiscal year and with respect to any Bonus awards which have not been made. Amendments during the fiscal year will be effective immediately and retroactively unless otherwise stated.

Plan Interpretation

If any provision of the Plan is contrary to or inconsistent with applicable law, that provision shall be disregarded or interpreted so that the Plan is fully consistent with the law.

Bonus Payment Schedule

It is anticipated that Participants may receive a Bonus payment, if any, within 4 weeks following the end of each Quarter for which the Bonus is intended. No Participant has a vested right to any Bonus under this Plan and no Bonus will be considered earned until it is actually paid to the Participant.

Less Than Full Quarter (i.e. Promotion/demotion/transfer)

Subject to the Eligibility section above, an Employee who becomes a Participant in the Plan (or who becomes ineligible to participate in the plan) for a portion of the Quarter, will receive a prorated Bonus payment, if any, based on a fraction, the numerator of which is the number of full Week(s) during the Quarter the employee was a Participant in the Plan, and the denominator of which is the number of full Week(s) in the Quarter. The prorated amount will be applied to the actual restaurant performance of the district for the full Quarter.

Leave of Absence

Subject to the Eligibility section above, if a Participant is on an approved LOA during the Quarter, a Bonus, if any is to be made, will be prorated based on the number of full Week(s) the Participant was in "active" status during the Quarter.

Termination of a Participant

- A Participant whose employment terminates *voluntarily or involuntarily* **prior to the end of the Quarter** for which the Bonus is intended will not be eligible to receive a Bonus payment.
- A Participant **whose employment terminates *voluntarily* after the end of the Quarter** for which the Bonus is intended, **but before payment**, will not be eligible to receive a Bonus payment.
- The Company reserves the right in its absolute discretion to determine if any payment will be made to a Participant **whose employment terminates *involuntarily* after the end of the Quarter** for which the Bonus is intended, **but before payment**.
- A Participant whose employment terminates due to a Company-operated district converting to a franchise-operated district, may receive a prorated Bonus, if any, for the period of time as a Company-operated district.

Employment Duration/Employment Relationship

The Plan does not, and the policies and practices of Jack in the Box Inc. in administering the Plan will not, constitute a contract or other agreement concerning the duration of any Participant's employment with Jack in the Box Inc. The employment relationship of each Participant is "at will" and may be terminated at any time by Jack in the Box Inc., or by the Participant with or without cause. A Participant who accepts any cash distribution under the Plan is agreeing that the Participant's employment is "at will".