

# MEMORANDUM OF UNDERSTANDING

BETWEEN

THE LUCKIN COFFEE GROUP

AND THE

AGÊNCIA DE PROMOÇÃO DE EXPORTAÇÕES DO BRASIL  
(APEX-BRASIL)

TO SUPPORT INTERNATIONAL PURCHASES OF GOODS AND SERVICES

November 19<sup>th</sup>, 2024

This **Memorandum of Understanding** (hereinafter referred as “**MOU**”), dated on November 19<sup>th</sup>, 2024, in Brasilia, Brazil (“Effective Date”), is entered, by and between:

The **AGÊNCIA DE PROMOÇÃO DE EXPORTAÇÕES DO BRASIL [BRAZILIAN EXPORTS PROMOTION AGENCY]**, an Independent Social Service based in Brazil, SAUN, Quadra 5, Lote C, Torre B, 12º a 18º andar Centro Empresarial CNC, Asa Norte, Brasília – Distrito Federal, ZIP Code 70040-250, and with an office in Beijing at: Rm 619, The Executive Center, Tower 2, China Trade Center, No. 81 Jianguo Road, Chaoyang District, China, herein duly represented by its President, **Mr. JORGE NEY VIANA MACEDO NEVES**; and hereinafter referred as “**APEX-BRASIL**”;

And

The **LUCKIN COFFEE GROUP CO. LTD**, a company registered under the laws of China, based in Floor 28, Building T3, Haixi Golden Valley Plaza, No. 1-3 Taipei Road, Siming District, Xiamen, China, herein duly represented by its President, **Mr. JINYI GUO**, hereinafter referred to as “**LUCKIN COFFEE**”.

Each party is referred to hereinafter individually as “**APEX-BRASIL**” and “**LUCKIN COFFEE**”, and jointly as the “**PARTIES**”.

**WHEREAS**, Brazil is the world's leading producer and exporter of high-quality coffee, and the Chinese import of Brazilian coffee has grown significantly in recent years.

**WHEREAS**, **LUCKIN COFFEE** is a renowned coffee company, and the major importer of Brazilian coffee in China, with an interest in sourcing and promoting Brazilian coffee.

**WHEREAS**, **LUCKIN COFFEE** is interested in disseminating the Brazilian coffee in China and is willing to purchase new types with **APEX-BRASIL's** assistance.

**WHEREAS**, **LUCKIN COFFEE** will need to develop the spoils expecting to announce a new contract in 2025 for the procurement of approximately 240,000 tons of Brazilian coffee (subject to the actual quantities specified in the sales

contracts), including but not limited to Arabica and Caneflower speciality coffee (with value subject to the actual amounts specified in the sales contracts)

**WHEREAS**, both **PARTIES** recognize the mutual benefits and opportunities for cooperation in promoting and developing the image of Brazilian coffee.

Therefore, the **PARTIES** decide to celebrate this **MEMORANDUM OF UNDERSTANDING**, hereafter named **MOU**, in the form of paragraphs and provisions that follow:

## 1. THE OBJECTIVE OF THE MOU

1.1. The objective of this **MOU** is to establish an intentional framework for collaboration between the **PARTIES** to promote exports and the image of Brazilian coffee in China.

## 2. AREAS OF COOPERATION

2.1. **LUCKIN COFFEE** shall actively promote and market Brazilian coffee products to its extensive customer base and partners throughout China.

2.2. **APEX-BRASIL** shall assist **LUCKIN COFFEE** in the procurement of 240.000 tons of Brazilian coffee that meet **LUCKIN COFFEE**'s sustainable sourcing standards from 2025 to 2029. The annual procurement volume and sourcing standards will be based on **LUCKIN COFFEE**'s actual demands.

2.3. **APEX-BRASIL** will support **LUCKIN COFFEE** in the exploration of new Brazilian coffee specialties for the Chinese market.

2.4. **LUCKIN COFFEE** will make efforts to create and install a Brazilian Coffee Museum in the city of Kunshan at its roasting plant with a focus on highlighting the features and elements of Brazilian Coffee.

- 2.5. The **PARTIES** will explore the promotion and sale of Brazilian coffee products in two themed stores, one in Shanghai and the other in Beijing.
- 2.6. **APEX-BRASIL** shall support promotional activities by furnishing pertinent information, branding materials, and facilitating knowledge exchange programs. This includes extending invitations to **LUCKIN COFFEE** representatives for immersive visits to coffee farms, research institutes, and other pertinent institutions across Brazil.
- 2.7. The details of cooperation will be discussed between the **PARTIES** at a later stage.

### 3. DEVELOPMENT OF ADDITIONAL AREAS OF COLLABORATION

- 3.1. The **PARTIES** may establish actions on additional areas of collaboration through specific legal instruments that can be described in action plans with defined objectives, responsibilities, timetable, and deadlines.

### 4. RESOURCES

- 4.1. This **MOU** is not intended to create any financial or legally binding obligations. The **PARTIES** will work collaboratively to implement the activities described in this document, including the promotion of investment attraction to their jurisdiction.

### 5. NON-BINDING NATURE

- 5.1. This Memorandum of Understanding does not create any legal relationship between the **PARTIES**.
- 5.2. Collaboration under this **MOU** will occur based on equality and mutual benefit, according to available possibilities and in consideration of rules and regulations relevant to the matter.

5.3. Any dispute resulting from the interpretation, application, or implementation of this **MOU** will be resolved amicably through mutual consultation or negotiation between the **PARTIES**.

5.4. Any divergence and omissions that may appear due to the interpretation and/or implementation of this **MOU** should be submitted to the **PARTIES'** appreciation for a joint solution. This **MOU** does not create rights or obligations for the **PARTIES** in the International Law sphere.

## 6. CONFIDENTIALITY AND SECRECY

6.1. Except in strict compliance with relative legal obligation, the **PARTIES** undertake to respect the confidentiality and secrecy of documents, information, and other data received or provided to each other during the period of implementation of this **MOU** or any other agreements made as a result of this agreement.

6.2. If one of the **PARTIES** intends to disclose data and/or information resulting from the cooperation activities provided in this **MOU** to third parties, it must obtain the prior consent of the other **PARTY** before the disclosure is made.

6.3. The **PARTIES** agree that the provisions of this article shall remain binding even after the termination of this **MOU**.

6.4. The provisions of this article shall be without prejudice to the laws and regulations in force in Brazil and China.

## PROTECTION OF PERSONAL DATA

6.5. The **PARTIES** undertake to process personal data in strict compliance with the national and community legislation applicable to data protection, through appropriate technical and organizational measures to guarantee the confidentiality, integrity, and availability of personal data, to prevent the loss, misuse, alteration, and unauthorized access thereof.

## 7. ENDORSEMENT OF EFFORTS FOR GENDER EQUALITY

7.1. The **PARTIES** recognize the importance of women's participation in international business and efforts for the provision of services to women-led and/or women-owned enterprises.

## 8. COMPLIANCE, ANTI-CORRUPTION PRACTICES, AND ESG

8.1. The **PARTIES** declare and warrant that they have not violated, are not violating, and will not violate the anti-corruption laws of the Federative Republic of Brazil and China. The **PARTIES** undertake to adopt all necessary measures to comply with international standards related to good practices of integrity and ethical conduct, including, without limitation, those relating to human rights, environmental protection, and sustainable development.

## 9. IMPLEMENTATION

9.1. This **MOU** will come into effect on the date of the later **PARTY's** signature and remain in effect for two (2) years to be automatically extended two (2) years further years unless otherwise terminated by any of the **PARTIES**.

## 10. AMENDMENT

10.1. This **MOU** may be amended, modified or changed by mutual agreement of all **PARTIES**. Any amendment, modification or change in this **MOU**, whether in whole or in part, shall be made in writing and signed by both

**PARTIES** and will constitute part of this **MOU**. Amendments to this **MOU** will come into effect from the date of the later **PARTY's** signature.

10.2. Either **PARTICIPANT** may terminate this **MOU** by providing sixty (60) days' written notice to the other **PARTY**.

## 11. PUBLICIZATION

11.1. **APEX-BRASIL** agrees that **LUCKIN COFFEE** may publicly disclose its cooperation with **APEX-BRASIL** in public or through media outlets. Meanwhile, **APEX-BRASIL** commits to providing **LUCKIN COFFEE** with the necessary support and information to meet its future information disclosure requirements as a publicly listed company.

## 12. FURTHER PROVISIONS

12.1. The foregoing record represents the understandings reached between **APEX-BRASIL** and **LUCKIN COFFEE** upon the matters referred to therein.

12.2. Any notice, request, report, or other communication submitted by either party under this **MOU** shall be made in writing to the following address:

12.2.1. **APEX-BRASIL:** SAUN, Quadra 5, Lote C, Torre B, 12º ao 18º andar Centro Empresarial CNC Asa Norte, Brasília (DF), ZIP CODE 70040-250, Brazil.

**Contact:** Lucas Coelho Brandão, Institutional and Governmental Relations Coordinator. **Phone / E-mail:** +556120270306 / [rig@apexbrasil.com.br](mailto:rig@apexbrasil.com.br)

12.2.2. **LUCKIN COFFEE:** Floor 28, Building T3, Haixi Golden Valley Plaza, No. 1-3 Taipei Road, Siming District, Xiamen, China

**Contact:** **Phone / E-mail:**

This **MOU**, when coming into effect, will supersede any form of communication, confirmation and agreement previously entered into between the parties regarding the cooperation in procurement of Brazilian coffee beans.

This **MOU** shall be made in four original copies and each party shall have two copy to act accordingly.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized, have signed this Memorandum of Understanding on behalf of their respective representatives.

Brasilia, November 19th, 2024.

**By Luckin Coffee:**

**By Apex-Brasil:**

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**JINYI GUO**  
CEO of Luckin Coffee

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**JORGE NEY VIANA MACEDO  
NEVES**  
President of ApexBrasil