



Statement

[December 30, 2022] In response to the statement issued by Red Bull Vitamin Drink Co., Ltd. — the joint venture company controlled by Reignwood Group, hereinafter referred to as "Beijing Red Bull"), on December 29, TCP Group hereby declares as follows:

1. The civil judgment of Shenzhen Qianhai Cooperation Zone People's Court (case docket no.: (2019) 粤 0391 民初 725 号, hereinafter referred to as the "judgment") is a first-instance one and **does not take effect. It contains major errors in both procedure and substance, and TCP Group has initiated an appeal and will resolutely protect its rights and interests through judicial procedures.**
2. The above-mentioned civil judgment cannot distort the facts that the trademark license and operations periods have both expired. **Beijing Red Bull's latest statement is deemed to be taken out of the text to deliberately confuse and misled the public.**
3. The judgment only relates to the Article 1 of the "50-year Agreement", and **does not determine whether any clause mentioning "50-year" in the Agreement is valid, nor can the whole agreement be implemented.** Accordingly, Beijing Red Bull stated that "the judgment determines that China Red Bull has had the exclusive legislative authority of operating Red Bull drinks in China for 50 years since 1995" shall not be part of the judgment.
4. As the highest trial organ of the People's Republic of China, the Supreme People's Court **issued a final judgment** on December 21, 2020, confirming that TCP Group has the complete ownership of "Red Bull" series trademarks and that the Trademark Licensing Agreement between TCP Group and Beijing Red Bull expired on October 6, 2016.
5. On August 31, 1998, TCP Group signed the "1998 Joint Venture Contract" with Reignwood Group and other parties, in which Article 39 stipulates that **the term of the joint venture company is 20 years**; Article 55 stipulates that after the contract is signed, it shall prevail in case that all agreements, memorandums, letters and telegrams of the parties to the joint venture are inconsistent with the contract. The "1998 Joint Venture Contract" represents the real intention of the parties, and its legal effect shall take precedence over any other documents drafted earlier.
6. The so-called "50-year Agreement" is not an enforceable document formally signed by all the parties involved, and it shall be replaced by the "1995 Joint Venture Contract" signed on the same day, and then by the "1998 Joint Venture Contract".
7. Upon the expiration of both the operations and trademark license periods, Reignwood Group has continued to illegally produce and sell the infringing product "Red Bull Vitamin Energy Drinks", which is deemed to be a breach of the contract reached by all parties, a serious infringement of the legitimate rights and interests of TCP Group, and a trampling over China's rule of law system. TCP Group will exclude all kinds of interference caused by Beijing Red Bull in



accordance with the law. And TCP Group has taken legal measures to prosecute the above-mentioned illegal acts and the infringing parties involved in accordance with the law.

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