

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

FORM 10-Q

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

For the quarterly period ended June 30, 2026

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: 001-41485



WESTROCK COFFEE COMPANY
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

80-0977200
(I.R.S. Employer
Identification Number)

4009 N. Rodney Parham Road, 4th Floor
Little Rock, Arkansas
(Address of Principal Executive Offices)

72212
(Zip Code)

(501) 918-9358
(Registrant's Telephone Number, Including Area Code)

Not applicable
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Shares of common stock, par value \$0.01 per share	WEST	The Nasdaq Stock Market LLC

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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 31, 2026, the Registrant had 97,627,387 shares of common stock, par value \$0.01 per share, outstanding.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q includes forward-looking statements as defined under U.S. federal securities laws. Forward-looking statements include all statements that are not historical statements of fact and statements including, but not limited to, the following statements regarding our expectations, hopes, beliefs, intentions or strategies regarding the future, our expectations regarding the commercialization of customers within the anticipated time frame of our Conway, Arkansas facility and our ability to sell or commit capacity; our expectations regarding capital expenditures; and our future liquidity needs and access to capital. In addition, any statements that refer to projections, forecasts, or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words “anticipate,” “believe,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “would,” and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to significant risks and uncertainties. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and we assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise.

There are or will be important factors that could cause our actual results to differ materially from those indicated in these forward-looking statements, including, but not limited to, risks related to the following:

- the fact that we have incurred net losses in the past, may incur net losses in the future, and may not achieve profitability;
 - risks associated with operating a coffee trading business and a coffee exporting business;
 - the volatility and increases in the cost of green coffee, tea and other ingredients and packaging, and our inability to pass these costs on to customers;
 - our inability to secure an adequate supply of key raw materials, including green coffee and tea, or a disruption in our supply chain;
 - deterioration in general macroeconomic conditions and/or decreases in consumer spending on discretionary items;
 - disruption in operations at any of our, our suppliers’ or our co-manufacturers’ production, distribution or manufacturing facilities or other loss of manufacturing capacity;
 - our inability to anticipate customer preferences and successfully develop new products;
 - climate change, which may increase commodity costs, damage our facilities and disrupt our production capabilities and supply chain;
 - failure to retain key personnel or recruit qualified personnel;
 - our inability to hedge commodity risks;
 - consolidation among our distributors and customers or the loss of any key customer;
 - complex and evolving U.S. and international laws and regulations, and noncompliance therewith subjecting us to criminal or civil liability;
 - future acquisitions of businesses, which may divert our management’s attention, prove difficult to effectively integrate and fail to achieve their projected benefits;
 - our inability to effectively manage the growth and increased complexity of our business;
 - our inability to maintain or grow market share through continued differentiation of our product and competitive pricing;
 - our inability to secure the additional capital needed to operate and grow our business;
 - future litigation or legal disputes, which could lead us to incur significant liabilities and costs or harm our reputation;
 - a material failure, inadequacy or interruption of our information technology systems;
 - the unauthorized access, theft, use or destruction of personal, financial or other confidential information relating to our customers, suppliers, employees or business;
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- our future level of indebtedness, which may reduce funds available for other business purposes and reduce our operational flexibility;
- our inability to comply with the financial covenants in our credit agreement;
- our inability to successfully commercialize customers at our Conway, Arkansas facility, and generate positive operating cash flows within the anticipated time frame;
- our corporate structure and organization, which may prevent or delay attempts to acquire a controlling interest in the Company;
- the fact that our largest shareholders (and certain members of our management team) own a significant percentage of our stock and will be able to exert significant control over matters subject to shareholder approval;
- the impact of current global economic conditions, including those caused by tariffs and trading restrictions, economic slowdowns or recessions, changes in political, economic or industry conditions, global conflicts (including the ongoing conflicts in Europe, the Middle East and Latin America), inflation, the interest rate environment, U.S. government shutdowns, downgrades to the U.S. government's sovereign credit rating or other conditions affecting the global financial and capital markets, and epidemic, pandemic or other health issues; and
- other risks, uncertainties and factors set forth in the "Business" and "Risk Factors" sections in the Company's Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission ("SEC") on March 10, 2026 ("Annual Report") and in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Risk Factors" sections of this Quarterly Report on Form 10-Q, as well as those described from time to time in our future reports filed with the SEC.

The foregoing factors should not be construed as exhaustive and should be read together with the other cautionary statements included in the Annual Report or in this Quarterly Report on Form 10-Q. If one or more events related to these or other risks or uncertainties materialize, or if our underlying assumptions prove to be incorrect, actual results may differ materially from what we anticipate. Many of the important factors that will determine these results are beyond our ability to control or predict. Accordingly, you should not place undue reliance on any such forward-looking statements. Any forward-looking statement speaks only as of the date on which it is made, and, except as otherwise required by law, we do not undertake any obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise. New factors emerge from time to time, and it is not possible for us to predict which will arise. In addition, we cannot assess the impact of each factor on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

WESTROCK COFFEE COMPANY
FORM 10-Q
June 30, 2026

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Part I. Financial Information
Item 1. Financial Statements

WESTROCK COFFEE COMPANY
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

(Thousands, except par value)	June 30, 2026	December 31, 2025
ASSETS		
Cash and cash equivalents	\$ 38,233	\$ 49,875
Restricted cash	10,142	21,164
Accounts receivable, net of allowance for credit losses of \$3,217 and \$2,750, respectively	76,699	94,099
Inventories	167,522	199,802
Derivative assets	24,446	15,049
Prepaid expenses and other current assets	13,275	16,370
Total current assets	330,317	396,359
Property, plant and equipment, net	459,232	483,606
Goodwill	116,111	116,111
Intangible assets, net	103,268	107,141
Operating lease right-of-use assets	61,438	60,310
Other long-term assets	15,482	12,451
Total Assets	<u>\$ 1,085,848</u>	<u>\$ 1,175,978</u>
LIABILITIES, CONVERTIBLE PREFERRED SHARES AND SHAREHOLDERS' EQUITY (DEFICIT)		
Current maturities of long-term debt	\$ 22,594	\$ 19,281
Short-term debt	55,810	82,640
Accounts payable	68,185	91,175
Supply chain finance program	97,532	96,594
Derivative liabilities	7,440	28,600
Accrued expenses and other current liabilities	90,192	95,340
Total current liabilities	341,753	413,630
Long-term debt, net	365,466	356,788
Convertible notes payable - related party, net	64,839	64,754
Deferred income taxes	11,492	10,160
Operating lease liabilities	59,375	58,146
Other long-term liabilities	866	865
Total liabilities	843,791	904,343
Commitments and contingencies (Note 18)		
Series A Convertible Preferred Shares, \$0.01 par value, 24,000 shares authorized, 23,511 shares and 23,511 shares issued and outstanding at June 30, 2026 and December 31, 2025, respectively, \$11.50 liquidation value	273,330	273,503
Shareholders' Equity (Deficit)		
Preferred stock, \$0.01 par value, 26,000 shares authorized, no shares issued and outstanding	—	—
Common stock, \$0.01 par value, 300,000 shares authorized, 97,627 shares and 96,866 shares issued and outstanding at June 30, 2026 and December 31, 2025, respectively	976	969
Additional paid-in-capital	547,073	544,567
Accumulated deficit	(556,560)	(534,370)
Accumulated other comprehensive income (loss)	(22,762)	(13,034)
Total shareholders' equity (deficit)	<u>(31,273)</u>	<u>(1,868)</u>
Total Liabilities, Convertible Preferred Shares and Shareholders' Equity (Deficit)	<u>\$ 1,085,848</u>	<u>\$ 1,175,978</u>

See accompanying notes to condensed consolidated financial statements.

WESTROCK COFFEE COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
(Thousands, except per share data)	2026	2025	2026	2025
Net sales	\$ 305,658	\$ 280,859	\$ 614,483	\$ 494,655
Costs of sales	267,910	239,464	530,967	424,187
Gross profit	37,748	41,395	83,516	70,468
Selling, general and administrative expense	35,973	53,931	73,819	94,275
Transaction, restructuring and integration expense	3,168	2,477	6,836	4,268
Loss (gain) on disposal of property, plant and equipment	(43)	—	1,053	7
Total operating expenses	39,098	56,408	81,708	98,550
Income (loss) from operations	(1,350)	(15,013)	1,808	(28,082)
Other (income) expense				
Interest expense	12,990	13,119	26,517	25,718
Other, net	(117)	(2,692)	(606)	(2,970)
Loss before income taxes and equity in earnings from unconsolidated entities	(14,223)	(25,440)	(24,103)	(50,830)
Income tax expense (benefit)	(400)	(370)	1,564	1,458
Equity in (earnings) loss from unconsolidated entities	(166)	(3,507)	(3,477)	(3,507)
Net loss	\$ (13,657)	\$ (21,563)	\$ (22,190)	\$ (48,781)
Amortization (accretion) of Series A Convertible Preferred Shares	87	86	173	172
Net loss attributable to common shareholders	\$ (13,570)	\$ (21,477)	\$ (22,017)	\$ (48,609)
(Loss) earnings per common share:				
Basic	\$ (0.14)	\$ (0.23)	\$ (0.23)	\$ (0.51)
Diluted	\$ (0.14)	\$ (0.23)	\$ (0.23)	\$ (0.51)
Weighted-average number of shares outstanding:				
Basic	97,579	94,661	97,298	94,480
Diluted	97,579	94,661	97,298	94,480

See accompanying notes to condensed consolidated financial statements.

WESTROCK COFFEE COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Unaudited)

(Thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net loss	\$ (13,657)	\$ (21,563)	\$ (22,190)	\$ (48,781)
<i>Other comprehensive income (loss), net of tax:</i>				
Unrealized gain (loss) on derivative instruments	973	(35,998)	(9,749)	(36,766)
Foreign currency translation adjustment	5	(423)	21	(376)
Total other comprehensive income (loss)	978	(36,421)	(9,728)	(37,142)
Comprehensive (loss) income attributable to shareholders	(12,679)	(57,984)	(31,918)	(85,923)
Amortization of Series A Convertible Preferred Shares	87	86	173	172
Comprehensive loss attributable to common shareholders	\$ (12,592)	\$ (57,898)	\$ (31,745)	\$ (85,751)

See accompanying notes to condensed consolidated financial statements.

WESTROCK COFFEE COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(Unaudited)

	Common Stock		Additional	Accumulated	Accumulated Other	Total
(Thousands)	Shares	Amount	Paid-in Capital	Deficit	Comprehensive Income (Loss)	Equity (Deficit)
Balance at March 31, 2025	94,622	\$ 946	\$ 521,742	\$ (470,140)	\$ 18,863	\$ 71,411
Net income (loss)	—	—	—	(21,563)	—	(21,563)
Amortization of Series A Convertible Preferred Shares	—	—	86	—	—	86
Other comprehensive income (loss)	—	—	—	—	(36,421)	(36,421)
Equity-based compensation	86	1	4,749	—	—	4,750
Net share settlement of equity awards	—	—	(16)	—	—	(16)
Balance at June 30, 2025	<u>94,708</u>	<u>\$ 947</u>	<u>\$ 526,561</u>	<u>\$ (491,703)</u>	<u>\$ (17,558)</u>	<u>\$ 18,247</u>
Balance at March 31, 2026	97,541	\$ 976	\$ 545,438	\$ (542,903)	\$ (23,740)	\$ (20,229)
Net income (loss)	—	—	—	(13,657)	—	(13,657)
Amortization of Series A Convertible Preferred Shares	—	—	87	—	—	87
Other comprehensive income (loss)	—	—	—	—	978	978
Equity-based compensation	86	—	1,565	—	—	1,565
Net share settlement of equity awards	—	—	(17)	—	—	(17)
Balance at June 30, 2026	<u>97,627</u>	<u>\$ 976</u>	<u>\$ 547,073</u>	<u>\$ (556,560)</u>	<u>\$ (22,762)</u>	<u>\$ (31,273)</u>

See accompanying notes to condensed consolidated financial statements.

WESTROCK COFFEE COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(Unaudited)

	Common Stock		Additional	Accumulated	Accumulated Other Comprehensive	Total
(Thousands)	Shares	Amount	Paid-in Capital	Deficit	Income (Loss)	Equity
Balance at December 31, 2024	94,221	\$ 942	\$ 519,878	\$ (442,922)	\$ 19,584	\$ 97,482
Net income (loss)	—	—	—	(48,781)	—	(48,781)
Amortization of Series A Convertible Preferred Shares	—	—	172	—	—	172
Other comprehensive income (loss)	—	—	—	—	(37,142)	(37,142)
Equity-based compensation	487	5	8,075	—	—	8,080
Net share settlement of equity awards	—	—	(1,564)	—	—	(1,564)
Balance at June 30, 2025	<u>94,708</u>	<u>\$ 947</u>	<u>\$ 526,561</u>	<u>\$ (491,703)</u>	<u>\$ (17,558)</u>	<u>\$ 18,247</u>
Balance at December 31, 2025	96,866	969	544,567	(534,370)	(13,034)	(1,868)
Net income (loss)	—	—	—	(22,190)	—	(22,190)
Amortization of Series A Convertible Preferred Shares	—	—	173	—	—	173
Other comprehensive income (loss)	—	—	—	—	(9,728)	(9,728)
Equity-based compensation	761	7	3,289	—	—	3,296
Net share settlement of equity awards	—	—	(956)	—	—	(956)
Balance at June 30, 2026	<u>97,627</u>	<u>\$ 976</u>	<u>\$ 547,073</u>	<u>\$ (556,560)</u>	<u>\$ (22,762)</u>	<u>\$ (31,273)</u>

See accompanying notes to condensed consolidated financial statements.

WESTROCK COFFEE COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(Thousands)	Six Months Ended June 30,	
	2026	2025
Cash flows from operating activities:		
Net loss	\$ (22,190)	\$ (48,781)
<i>Adjustments to reconcile net loss to net cash provided by (used in) operating activities:</i>		
Depreciation and amortization	33,668	26,771
Equity-based compensation	3,296	8,080
Provision for credit losses	716	(22)
Amortization of deferred financing fees included in interest expense	2,488	1,755
Write-off of unamortized deferred financing fees	168	137
Loss on disposal of property, plant and equipment	1,053	7
Gain on de-consolidation of Rwanda Trading Company	—	(2,291)
Mark-to-market adjustments	(4,517)	(3,514)
Foreign currency transactions	—	(141)
Deferred income tax expense (benefit)	1,316	1,458
Equity in (earnings) loss from unconsolidated entities	(3,477)	(3,507)
Other	522	769
<i>Change in operating assets and liabilities:</i>		
Accounts receivable	8,720	12,154
Inventories	34,544	(43,345)
Derivative assets and liabilities	(38,038)	(8,388)
Prepaid expense and other assets	5,828	1,520
Accounts payable	(21,505)	10,931
Accrued liabilities and other	12,306	17,334
Net cash provided by (used in) operating activities	14,898	(29,073)
Cash flows from investing activities:		
Additions to property, plant and equipment	(13,605)	(61,826)
Additions to intangible assets	(49)	(40)
Proceeds from sale of equity method investments and non-marketable securities	—	500
Acquisition of equity method investments and non-marketable securities, inclusive of cash contributed	—	(2,952)
Proceeds from sale of property, plant and equipment	361	316
Proceeds from deferred purchase price of sold trade receivables	7,964	—
Net cash used in investing activities	(5,329)	(64,002)
Cash flows from financing activities:		
Payments on debt	(75,616)	(46,799)
Proceeds from debt	60,344	131,373
Payments on supply chain financing program	(96,804)	(79,847)
Proceeds from supply chain financing program	97,742	99,309
Payment of debt issuance costs	(1,736)	(2,354)
Net proceeds from (repayments of) repurchase agreements	(7,285)	9,769
Net change in unremitted cash collections from servicing factored receivables	(7,918)	—
Payment for taxes for net share settlement of equity awards	(956)	(1,564)
Net cash (used in) provided by financing activities	(32,229)	109,887
Effect of exchange rate changes on cash	(4)	(52)
Net increase (decrease) in cash and cash equivalents and restricted cash	(22,664)	16,760
Cash and cash equivalents and restricted cash at beginning of period	71,039	35,564
Cash and cash equivalents and restricted cash at end of period	\$ 48,375	\$ 52,324
Supplemental non-cash investing and financing activities:		
Property, plant and equipment acquired but not yet paid	\$ 6,307	\$ 10,259
Amounts obtained as beneficial interest in sold trade receivables	7,603	1,842

The total cash and cash equivalents and restricted cash at June 30, 2026 and 2025 is as follows:

(Thousands)	June 30, 2026	June 30, 2025
Cash and cash equivalents	\$ 38,233	\$ 43,956
Restricted cash	10,142	8,368
Total	\$ 48,375	\$ 52,324

See accompanying notes to condensed consolidated financial statements.

WESTROCK COFFEE COMPANY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 1. Organization and Description of Business

Westrock Coffee Company, a Delaware corporation (the “Company,” “Westrock,” “we,” “us,” or “our”), is an integrated beverage solutions platform serving the world's largest brands across packaged coffee, tea, ready-to-drink coffee, energy, and functional beverage categories. With our global manufacturing and sourcing footprint, the Company formulates, manufactures, and packages beverages in cans, glass, multi-serve bottles, single-serve capsules, bulk extract, and concentrates, backed by a digitally traceable supply chain. With operations spanning 10 countries, Westrock partners with brands across retail, foodservice, convenience, consumer packaged goods (“CPG”), and hospitality to bring beverage programs to market at scale. We manage our business in two operating segments.

Beverage Solutions: Through this segment, we combine our product innovation and customer insights to provide value-added beverage solutions, including coffee, tea, flavors, extracts and ingredients. We provide products in a variety of packaging, including branded and private label coffee in bags, fractional packs, single serve cups, multi-serve bottles and ready-to-drink bottles and cans, as well as extract solutions to be used in products such as cold brew and ready-to-drink offerings. Currently, we serve customers in the United States, Europe and Asia, through the retail, food service and restaurant, convenience store and travel center, non-commercial account, CPG, and hospitality industries.

Sustainable Sourcing & Traceability: Through this segment, we utilize our proprietary technology and digitally traceable supply chain to directly impact and improve the lives of our farming partners, provide tangible economic empowerment and emphasize environmental accountability and farmer literacy. Revenues primarily consist of sales from commodity contracts related to forward sales of green coffee.

Note 2. Basis of Presentation and Consolidation

The accompanying Condensed Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) using the U.S. dollar as the reporting currency. They do not include all the information and footnotes required by GAAP for complete financial statements. The Condensed Consolidated Financial Statements include the activities of the Company and its wholly owned and/or controlled subsidiaries. All intercompany balances and transactions have been eliminated. The Condensed Consolidated Balance Sheet as of December 31, 2025 was derived from the audited financial statements, but does not include all disclosures required by GAAP.

The interim financial information is unaudited but, in the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair statement of results for the interim periods have been included. Operating results from any interim period are not necessarily indicative of the results that may be expected for the full fiscal year. The Condensed Consolidated Financial Statements and related notes should be read in conjunction with the audited December 31, 2025 consolidated financial statements and notes thereto included in our Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (“SEC”) on March 10, 2026. Accordingly, certain significant accounting policies and other disclosures normally provided have been omitted from the accompanying Condensed Consolidated Financial Statements and related notes since such items are disclosed in our audited financial statements.

Reclassifications

Certain reclassifications of prior years’ amounts have been made to conform with the current period financial statements presentation, and the accompanying notes thereto. These reclassifications had no effect on previously reported total assets, total liabilities, shareholders’ equity (deficit), net income (loss) or cash flows. On April 20, 2026, the Company appointed A. Wellford Tabor to its Board of Directors. Mr. Tabor is Head of Direct Investments and a Managing Director of HF Capital, LLC, the managing member of HF Direct Investments Pool, LLC, a greater than 10% holder of the Company’s outstanding common stock. Mr. Tabor owns \$2.0 million of the Company’s 5.00% convertible senior

notes due 2029 and \$2.0 million of the Company's 5.00% convertible senior notes due 2031. As a result of this appointment, transactions with Mr. Tabor are now classified as related party transactions. To provide comparable presentation, the Company has reclassified \$3.9 million of long-term debt, net to convertible notes payable – related party, net in the Condensed Consolidated Balance Sheet as of December 31, 2025. In addition, the Company has updated the footnote disclosures in Notes 10 and 19 to include transactions with Mr. Tabor as of December 31, 2025 and for the six months ended June 30, 2026.

Note 3. Summary of Significant Accounting Policies

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities in the consolidated financial statements and accompanying notes. On an ongoing basis, we evaluate our estimates, including those related to the allowance for credit losses, useful lives of property, plant and equipment, incremental borrowing rates for lease liability measurement, fair values of forward purchase and sales contracts, green coffee associated with forward contracts, share-based compensation, contingencies, and income taxes, among others. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results may differ from the estimates and assumptions used in preparing the accompanying condensed consolidated financial statements.

Going Concern

In accordance with Accounting Standards Update ("ASU") 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern (Subtopic 205-40)*, the Company has the responsibility to evaluate whether conditions and/or events raise substantial doubt about its ability to meet its obligations as they become due within one year after the date that the financial statements are available to be issued. The Company is dependent on borrowings under its Credit Agreement (as defined herein) and cash generated from operations to finance its operations, service its debt requirements, maintain compliance with its covenants, and to fund capital requirements. The Company believes that projected cash flow from operations, including current projections of the timing and amount of cash flows to be generated from our Conway, Arkansas extract and ready-to-drink manufacturing facility (the "Conway Facility") and available borrowings under its Credit Agreement, as amended, will be sufficient to fund operations and to maintain covenant compliance for at least the next twelve months. However, during the six months ended June 30, 2026, the Company incurred net losses of \$22.2 million. If we are unable to achieve our profitability growth projections and maintain our covenant leverage ratio and interest coverage requirements, as a result of, for example, experiencing any adverse impact of changes or further delays in the estimated timing and/or volume of products to be produced in our Conway Facility over the next twelve months, and generate sufficient cash flows from operations, it may restrict our liquidity and capital resources and our ability to maintain compliance with our financial covenants.

The accompanying Condensed Consolidated Financial Statements have been prepared assuming that the Company will continue as a going concern, which contemplates the realization of assets and satisfaction of liabilities in the ordinary course of business.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable consist principally of amounts billed and currently due from customers and are generally unsecured and due within 30 to 60 days. A portion of our accounts receivable is not expected to be collected due to non-payment, bankruptcies or deductions. Our accounting policy for the allowance for credit losses requires us to reserve an amount based on the evaluation of the aging of accounts receivable, detailed analysis of high-risk customers' accounts, and the overall market and economic conditions of our customers. This evaluation considers the customer demographic, such as large commercial customers as compared to small businesses or individual customers. We consider our accounts receivable delinquent or past due based on payment terms established with each customer. Accounts receivable are written off when the account is determined to be uncollectible.

Activity in the allowance for credit losses was as follows:

(Thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Balance at beginning of period	\$ 3,181	\$ 1,808	\$ 2,750	\$ 3,995
Charged to selling, general and administrative expense	209	143	716	(22)
Write-offs, net	(173)	(427)	(249)	(2,449)
Total	<u>\$ 3,217</u>	<u>\$ 1,524</u>	<u>\$ 3,217</u>	<u>\$ 1,524</u>

Receivables Purchase Agreement

On June 27, 2025, the Company entered into a receivable purchase agreement (the “Factoring Agreement”) with a third-party financial institution (the “Factor”) through which the Company may sell up to \$35.0 million of certain trade receivables on a nonrecourse basis to the Factor. Transactions under the Factoring Agreement qualify for true-sale treatment in accordance with Accounting Standards Codification (“ASC”) 860, *Transfers and Servicing* (“ASC 860”), whereby receivables sold to the Factor are recorded as a reduction of accounts receivable in the Condensed Consolidated Balance Sheets. As a part of the Factoring Agreement, we perform certain collection and administrative functions for the receivables sold.

During the six months ended June 30, 2026, the Company received cash proceeds of \$152.4 million related to the sale of receivables under the Factoring Agreement, remitted approximately \$159.3 million of customer payments to the Factor, and incurred approximately \$0.8 million of fees associated with these sales, which are recorded within selling, general and administrative expense on the Condensed Consolidated Statements of Operations. At June 30, 2026 and December 31, 2025, the Company held \$5.8 million and \$13.8 million, respectively, of customer payments that have yet to be remitted to the Factor, which is recorded within restricted cash on the Condensed Consolidated Balance Sheets. At June 30, 2026 and December 31, 2025, there was \$1.3 million and \$1.2 million, respectively, of Deferred Purchase Price (as defined in the Factoring Agreement) on the sold receivables, recorded within prepaid expenses and other current assets on the Condensed Consolidated Balance Sheets. Cash received from the initial sale of receivables under the Factoring Agreement is classified within operating activities, and cash received from any Deferred Purchase Price is classified within investing activities in the Condensed Consolidated Statements of Cash Flows.

Inventories

Inventories are stated at the lower of cost, determined on the average cost method, or net realizable value. Finished goods and work-in-process include the inventory costs of raw materials, direct labor and manufacturing overhead costs.

Within our Sustainable Sourcing & Traceability (“SS&T”) segment, green coffee associated with our forward contracts is recorded at net realizable value, which approximates market price, consistent with our forward purchase contracts recorded at fair value in accordance with ASC 815, *Derivatives and Hedging* (“ASC 815”). Green coffee is a commodity with quoted market prices in active markets, may be sold without significant further processing, has predictable and insignificant disposal costs and is available for immediate delivery. We estimate the fair value of green coffee based on the quoted market price at the end of each reporting period, with changes in fair value being reported as a component of costs of sales in our Condensed Consolidated Statements of Operations. For the three and six months ended June 30, 2026, we recognized \$3.0 million and \$2.3 million of net unrealized gains, respectively, on green coffee inventory associated with our forward sales and purchase contracts. For the three and six months ended June 30, 2025, we recognized \$9.2 million and \$10.7 million of net unrealized losses, respectively, on green coffee inventory associated with our forward sales and purchase contracts.

Supply Chain Finance Program

The Company is party to a supply chain finance program (the “Program”) with a third-party financing provider to provide better working capital usage by deferring payments for certain raw materials of up to \$100.0 million. Under the Program, the financing provider remits payment to the Company’s suppliers for approved invoices, and the Company repays the financing provider the amount of the approved invoices, plus a financing charge, on 180-day terms. The

Program is uncommitted and the financing provider may, at its sole discretion, cancel the Program at any time. The Company may request cancellation of the Program in whole or in respect of one or more approved suppliers. Due to the extension of payment terms beyond the original due date of approved invoices, obligations under the Program are recorded outside of accounts payable, within our supply chain finance program, on our Condensed Consolidated Balance Sheets. Amounts paid by the financing provider to suppliers are reported as cash inflows from financing activities and a corresponding cash outflow from operating activities in our Condensed Consolidated Statements of Cash Flows. Amounts paid to the financing provider are reflected as cash outflows from financing activities in our Condensed Consolidated Statements of Cash Flows. At June 30, 2026 and December 31, 2025, there were \$97.5 million and \$96.6 million of obligations outstanding under the Program, respectively.

Green Coffee Repurchase Program

The Company is party to a master commodity purchase and sale agreement (the “Commodity Program”) with a third-party financing provider whereby the Company may enter into commodities purchase and sales, including transactions in which the Company sells green coffee to the financing provider, but retains a right, or obligation, to re-purchase the green coffee at the original sales price, plus a finance charge (“Repo Transactions”). The Commodity Program is uncommitted and may be canceled by the financing provider at any time. At June 30, 2026 and December 31, 2025, the Company had a right, or obligation, to repurchase \$3.5 million and \$11.8 million, respectively, of green coffee from the financing provider. The liability for Repo Transactions is recorded within accrued expenses and other current liabilities on the Company’s Condensed Consolidated Balance Sheets. Cash flows related to Repo Transactions are reported as financing activities in our Condensed Consolidated Statements of Cash Flows.

Equity Method Investments

On April 1, 2025, the Company entered into an agreement with ECOM that combined Westrock’s and ECOM’s Rwandan export operations. As of June 30, 2026, Westrock holds a 49.9% equity method investment in the joint venture with a balance of \$10.0 million, which is reported in other long-term assets on the Condensed Consolidated Balance Sheets. As of December 31, 2025, Westrock’s balance in the joint venture was \$6.5 million. Our proportionate share of the income or loss of the joint venture is reported in equity in (earnings) loss from unconsolidated entities on the Condensed Consolidated Statements of Operations and is reported in the results of our SS&T segment.

Income Taxes

We account for income taxes under the asset and liability method. Deferred tax assets and liabilities are recognized based on the differences between the financial statement carrying amount of assets and liabilities and their respective tax bases, using enacted income tax rates expected to apply when the deferred tax assets and liabilities are expected to be realized or settled. The Company’s foreign subsidiaries file income tax returns and are subject to tax provisions in their respective foreign tax jurisdictions.

A valuation allowance is established to reduce deferred income tax assets if, on the basis of available evidence, it is more likely than not that all or a portion of any deferred tax assets will not be realized. The consideration of available evidence requires significant management judgment including an assessment of the future periods in which the deferred tax assets and liabilities are expected to be realized and projections of future taxable income. Specifically, in assessing the need for a valuation allowance, we consider the reversal of taxable temporary differences, future taxable income, the ability to carryback certain attributes and tax-planning strategies. The ultimate realization of the deferred tax assets, including net operating losses, is dependent upon the generation of future taxable income during the periods prior to their expiration. If our estimates and assumptions about future taxable income are not appropriate, the value of our deferred tax assets may not be recoverable, which may result in an increase to our valuation allowance that will impact current earnings. We re-evaluate our need for a valuation allowance on a quarterly basis.

The effective income tax rates for the six months ended June 30, 2026 and 2025 were (7.6)% and (3.1)%, respectively. The Company’s effective tax rate for the current period differs from the federal statutory rate primarily due to the effect of cross-border tax laws (specifically, net controlled foreign corporation tested income) and an increase in the valuation allowance against domestic deferred tax assets. The effective tax rate for the six months ended June 30, 2026 differs from

the effective tax rate for the same period in 2025 primarily due to the size of the Company's ordinary income (loss) in the periods relative to rate impacting items.

On July 4, 2025, the One Big Beautiful Bill Act (the “Act”) was signed into law in the United States. The Act contains several provisions related to income taxes, including the extension of many expiring provisions from the Tax Cuts and Jobs Act of 2017, modifications to the international tax framework, and restoration of the favorable tax treatment for certain business provisions, including the interest limitation under Section 163(j). The legislation has multiple effective dates, with certain provisions that went into effect in 2025 and others that will be implemented through 2026. The effects of the Act were incorporated into our income tax provision for the three and six months ended June 30, 2026, and there was no material impact. We will continue to evaluate the impacts of the Act and do not expect the Act to have a material impact to our total tax provision.

Recently adopted accounting pronouncements

ASU 2025-06 – Targeted Improvements to the Accounting for Internal-Use Software (Subtopic 350-40)

On September 18, 2025, the Financial Accounting Standards Board (“FASB”) issued ASU No. 2025-06 “Targeted Improvements to the Accounting for Internal-Use Software (Subtopic 350-40)” (“ASU 2025-06”). ASU 2025-06 removes references to prescriptive and sequential development stages, requiring companies to capitalize internal-use software costs when management commits to funding the software project and it is probable the project will be completed. ASU 2025-06 will be effective for annual and interim periods beginning after December 15, 2027, and can be applied on a prospective, modified prospective, or retrospective basis. During the quarter ended June 30, 2026 the Company elected to early adopt ASU 2025-06 and applied the amendment to the beginning of the annual reporting period, January 1, 2026. The Company elected to apply the amendments prospectively to eligible software costs incurred on or after the adoption date, including costs incurred for in-process projects. The adoption of this guidance did not have a material impact on our financial position, results of operations or cash flows.

Recently issued accounting pronouncements

ASU 2024-03 – Income Statement – Reporting Comprehensive Income (Topic 220): Expense Disaggregation Disclosures

In November 2024, the FASB issued ASU 2024-03, “Income Statement – Reporting Comprehensive Income (Topic 220): Expense Disaggregation Disclosures” (“ASU 2024-03”). The amendments in this update include requirements for public business entities to provide disclosure, in the notes to the financial statements, of specified information about certain costs and expenses. The amendments in this update are effective for annual reporting periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027, with early adoption permitted. The amendments in this update may be applied either prospectively or retrospectively. The Company is currently evaluating the impact that ASU 2024-03 will have on our consolidated financial statements.

Note 4. Revenue

Revenue from Contracts with Customers (ASC 606)

We measure revenue based on the consideration specified in the client arrangement, and revenue is recognized when the performance obligations in the client arrangement are satisfied. Our principal source of revenue is from the procurement, trade, manufacture, and distribution of coffee, tea and extracts to customers in the United States, Europe, and Asia.

The transaction price of a contract, net of discounts and expected returns, is allocated to each distinct performance obligation based on the relative standalone selling price of the obligation and is recognized as revenue when the performance obligation is satisfied. The standalone selling price is the estimated price we would charge for the good or service in a separate transaction with similar customers in similar circumstances. Identifying distinct performance obligations and determining the standalone selling price for each performance obligation within a contract requires management judgment.

Substantially all our client contracts require that we be compensated for services performed to date. This is upon completion of production, shipment of goods or upon delivery to the customer, depending on contractual terms. Shipping and handling costs paid by the customer to us are included in revenue and costs incurred by us for shipping and handling activities that are performed after a customer obtains control of the product are accounted for as fulfillment costs. In addition, we exclude from net revenue and costs of sales taxes assessed by governmental authorities on revenue-producing transactions. Although we occasionally accept returns of products from our customers, historically returns have not been material.

Revenue from Forward Contracts (ASC 815)

A portion of the Company's revenues consist of sales from commodity contracts that are accounted for under ASC 815. Sales from commodity contracts primarily relate to forward sales of green coffee which are accounted for as derivatives at fair value under ASC 815. These forward sales meet the definition of a derivative under ASC 815 as they have an underlying, notional amount, no initial net investment and can be net settled since the commodity is readily converted to cash. The Company does not apply the normal purchase and normal sale exception under ASC 815 to these contracts.

Revenues from commodity contracts are recognized in revenues for the contractually stated amount when the contracts are settled. Settlement generally occurs upon shipment or delivery of the product when title and risks and rewards of ownership transfer to the customer. Prior to settlement, these forward sales contracts are recognized at fair value with the unrealized gains or losses recorded within costs of sales on our Condensed Consolidated Statements of Operations. For the three and six months ended June 30, 2026, we recorded \$3.5 million of net unrealized losses and \$2.3 million of net unrealized gains, respectively, within costs of sales. For the three and six months ended June 30, 2025, we recorded \$10.6 million and \$14.2 million of net unrealized gains, respectively, within costs of sales.

For the three and six months ended June 30, 2026, the Company recognized \$61.8 million and \$131.3 million in revenues under ASC 815, respectively, and for the three and six months ended June 30, 2025, the Company recognized \$72.4 million and \$122.0 million in revenues under ASC 815, respectively, which are reported within the Company's SS&T segment.

Contract Estimates

The nature of the Company's contracts gives rise to variable consideration including cash discounts, volume-based rebates, point of sale promotions, and other promotional discounts to certain customers. For all promotional programs and discounts, the Company estimates the rebate or discount that will be granted to the customer and records an accrual upon invoicing. These estimated rebates or discounts are included in the transaction price of the Company's contracts with customers as a reduction to net revenues and are included as accrued sales incentives in accrued expenses and other current liabilities in the Condensed Consolidated Balance Sheets. Accrued sales incentives were \$2.0 million and \$1.4 million at June 30, 2026 and December 31, 2025, respectively. Other accrued deductions were \$1.7 million and \$1.4 million at June 30, 2026 and December 31, 2025, respectively, and are included as a reduction to accounts receivable, net in the Condensed Consolidated Balance Sheets.

We do not disclose the value of unsatisfied performance obligations for contracts (i) with an original expected length of one year or less or (ii) for which the Company recognizes revenue at the amount in which it has the right to invoice as the product is delivered.

Contract Balances

Contract balances relate primarily to advances received from the Company's customers before revenue is recognized. The Company did not have any material contract liabilities as of June 30, 2026 or December 31, 2025. Revenue recognized during the three and six months ended June 30, 2026, that was included in the contract liabilities balance as of December 31, 2025, was not material. Receivables from contracts with customers are included in accounts receivable, net on the Company's Condensed Consolidated Balance Sheets. At June 30, 2026 and December 31, 2025, accounts receivable, net included \$80.0 million and \$97.0 million in receivables from contracts with customers, respectively.

Contract acquisition costs for obtaining contracts that are deemed recoverable are capitalized as contract costs. Such costs result from the payment of sales incentives and are amortized over the contract life. As of June 30, 2026 and December 31, 2025, no costs were capitalized as all arrangements were less than a year.

Disaggregated Revenue

In general, the Company's business segmentation is aligned according to the nature and economic characteristics of its products and customer relationships and provides meaningful disaggregation of each business segment's results of operations.

Further disaggregation of revenues from sales to external customers by type and geographic area, based on customer location, for the periods indicated is as follows:

(Thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Coffee & tea	\$ 161,377	\$ 153,966	\$ 337,797	\$ 274,633
Flavors, extracts & ingredients	82,040	53,980	144,650	97,229
Other	453	868	745	1,031
Green coffee	61,788	72,045	131,291	121,762
Net sales	<u>\$ 305,658</u>	<u>\$ 280,859</u>	<u>\$ 614,483</u>	<u>\$ 494,655</u>

(Thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
United States	\$ 254,406	\$ 216,169	\$ 505,514	\$ 385,485
All other countries	51,252	64,690	108,969	109,170
Net sales	<u>\$ 305,658</u>	<u>\$ 280,859</u>	<u>\$ 614,483</u>	<u>\$ 494,655</u>

For the three and six months ended June 30, 2026 and 2025, other than the United States, no country accounted for more than 10 percent of our consolidated net sales.

Note 5. Inventories

The following table summarizes inventories as of June 30, 2026 and December 31, 2025:

(Thousands)	June 30, 2026	December 31, 2025
Raw materials	\$ 57,472	\$ 86,231
Finished goods	43,273	38,236
Green coffee	66,777	75,335
Total inventories	<u>\$ 167,522</u>	<u>\$ 199,802</u>

Green coffee inventories represent green coffee held for resale. At June 30, 2026 and December 31, 2025, all green coffee held for resale was included within our Sustainable Sourcing & Traceability segment.

Note 6. Property, Plant and Equipment, Net

The following table summarizes property, plant and equipment, net as of June 30, 2026 and December 31, 2025:

(Dollars in Thousands)	Depreciable Lives	June 30, 2026	December 31, 2025
Land		\$ 5,160	\$ 5,160
Buildings	10-40 years	182,611	182,653
Leasehold improvements ⁽¹⁾		12,480	12,471
Plant equipment	3-15 years	383,742	360,576
Vehicles and transportation equipment	3-5 years	190	301
IT systems	3-7 years	14,069	13,271
Furniture and fixtures	3-10 years	7,621	7,612
Customer beverage equipment ⁽²⁾	3-5 years	15,015	22,669
Lease right-of-use assets ⁽³⁾		60	60
Construction in progress and equipment deposits		7,946	27,132
		628,894	631,905
Less: accumulated depreciation		(169,662)	(148,299)
Property, plant and equipment, net		\$ 459,232	\$ 483,606

1 – Leasehold improvements are amortized over the shorter of their estimated useful lives or the related lease life.

2 – Customer beverage equipment consists of brewers held on site at customer locations.

3 – Lease right-of-use assets are amortized over the shorter of the useful life of the asset or the lease term.

Depreciation expense for the three and six months ended June 30, 2026 was \$15.2 million and \$29.8 million, respectively, and depreciation expense for the three and six months ended June 30, 2025 was \$13.0 million and \$22.8 million, respectively. Assets classified as construction in progress and equipment deposits are not depreciated, as they are not ready for production use. All assets classified as construction in progress and equipment deposits at June 30, 2026 are expected to be in production use.

Note 7. Goodwill

The following table reflects the carrying amount of goodwill as of June 30, 2026 and December 31, 2025:

(Thousands)	Beverage Solutions	Total
Balance at December 31, 2025		
Goodwill	\$ 192,994	\$ 192,994
Accumulated impairment loss	(76,883)	(76,883)
	116,111	116,111
Balance at June 30, 2026		
Goodwill	\$ 192,994	\$ 192,994
Accumulated impairment loss	(76,883)	(76,883)
	\$ 116,111	\$ 116,111

Note 8. Intangible Assets, Net

The following table summarizes intangible assets, net as of June 30, 2026 and December 31, 2025:

(Thousands)	June 30, 2026		
	Cost	Accumulated Amortization	Net
Customer relationships	\$ 148,648	\$ (45,761)	\$ 102,887
Software	1,356	(975)	381
Intangible assets, net	<u>\$ 150,004</u>	<u>\$ (46,736)</u>	<u>\$ 103,268</u>

(Thousands)	December 31, 2025		
	Cost	Accumulated Amortization	Net
Customer relationships	\$ 148,648	\$ (41,907)	\$ 106,741
Favorable lease asset	220	(220)	—
Software	1,307	(907)	400
Intangible assets, net	<u>\$ 150,175</u>	<u>\$ (43,034)</u>	<u>\$ 107,141</u>

Amortization expense of intangible assets was \$1.9 million and \$3.9 million for the three and six months ended June 30, 2026, respectively, and amortization expense of intangible assets was \$2.0 million and \$3.9 million for the three and six months ended June 30, 2025, respectively. As of June 30, 2026, the weighted average useful life for definite-lived intangibles is approximately 20 years.

Note 9. Leases

We have operating leases for manufacturing, production, administrative, distribution and warehousing facilities, vehicles and machinery and equipment. Some of our lease agreements have renewal options, tenant improvement allowances, rent holidays and rent escalation clauses. The remaining terms on our leases range from 1 year to 15 years, some of which may include options to extend the leases and some of which may include options to terminate the leases within 1 year.

The following table summarizes the amount of right-of-use lease assets and lease liabilities included in each respective line item on the Company's Condensed Consolidated Balance Sheets:

(Thousands)	Balance Sheet Location	June 30, 2026	December 31, 2025
Right-of-use operating lease assets	Operating lease right-of-use assets	\$ 61,438	\$ 60,310
Operating lease liabilities - current	Accrued expenses and other current liabilities	5,344	4,908
Operating lease liabilities - noncurrent	Operating lease liabilities	59,375	58,146

During the six months ended June 30, 2026 and 2025, the Company obtained approximately \$4.1 million and \$1.2 million, respectively, of right-of-use operating lease assets in exchange for lease obligations.

Depending on the nature of the lease, lease costs are classified within costs of sales or selling, general and administrative expense on the Company's Condensed Consolidated Statements of Operations. The components of lease costs for the three and six months ended June 30, 2026 and 2025, respectively, are as follows:

(Thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Operating lease cost	\$ 2,668	\$ 2,536	\$ 5,330	\$ 5,012
Short-term lease cost	357	361	718	567
Total	<u>\$ 3,025</u>	<u>\$ 2,897</u>	<u>\$ 6,048</u>	<u>\$ 5,579</u>

The following table presents information about the Company's weighted average discount rate and remaining lease term as of June 30, 2026 and December 31, 2025:

	June 30, 2026	December 31, 2025
Weighted-average discount rate	7.7%	7.8%
Weighted-average remaining lease term	10.9 years	11.4 years

Supplemental cash flow information about the Company's leases as of June 30, 2026 and 2025, respectively, is as follows:

(Thousands)	Six Months Ended June 30,	
	2026	2025
Cash paid related to operating lease liabilities	\$ 4,928	\$ 4,564

Finance lease assets are recorded in property, plant and equipment, net with the corresponding lease liabilities included in accrued expenses and other current liabilities and long-term debt, net on the Condensed Consolidated Balance Sheets. There were no material finance leases as of June 30, 2026.

Future minimum lease payments under non-cancellable operating leases as of June 30, 2026 are as follows:

(Thousands)	
2026	\$ 4,764
2027	9,773
2028	8,996
2029	8,914
2030	7,052
Thereafter	58,645
Total future minimum lease payments	98,144
Less: imputed interest	(33,425)
Present value of minimum lease payments	\$ 64,719

Note 10. Debt

Our long-term debt at June 30, 2026 and December 31, 2025 is as follows:

(Thousands)	June 30, 2026	December 31, 2025
Term loan facility	\$ 138,906	\$ 145,469
Delayed draw term loan facility	43,438	45,313
Revolving credit facility	165,000	145,000
Convertible notes payable	102,000	102,000
International trade finance lines	55,810	82,640
International notes payable	6,360	6,360
Other loans	3	7
Total debt	511,517	526,789
Unamortized debt costs	(2,808)	(3,326)
Current maturities of long-term debt	(22,594)	(19,281)
Convertible notes payable - related party, net	(64,839)	(64,754)
Short-term debt	(55,810)	(82,640)
Long-term debt, net	\$ 365,466	\$ 356,788

Credit Agreement

The Company is party to a credit agreement (as amended, modified or supplemented, the “Credit Agreement”) among the Company, Westrock Beverage Solutions, LLC, as the borrower (the “Borrower”), Wells Fargo Bank, N.A., as administrative agent, collateral agent, and swingline lender, Wells Fargo Securities, LLC, as sustainability structuring agent, and each issuing bank and lender party thereto. The Credit Agreement includes (a) a senior secured first lien revolving credit facility in an aggregate principal amount of \$200.0 million (the “Revolving Credit Facility”), (b) a senior secured first lien term loan facility in an aggregate principal amount of \$175.0 million (the “Term Loan Facility”), and (c) incremental term loan commitments in the form of a senior secured delayed draw term loan credit facility (the “Delayed Draw Term Loan Facility”) in the aggregate principal amount of \$50.0 million. All obligations under the Credit Agreement are guaranteed by the Company and each of the Borrower’s domestic subsidiaries, which comprise our Beverage Solutions segment, and are secured by substantially all of the Company’s assets.

Borrowings under the Revolving Credit Facility, the Term Loan Facility and the Delayed Draw Term Loan Facility will bear interest, at the Borrower’s option, initially at an annual rate equal to (a) term SOFR plus a credit spread adjustment of 0.10% for loans with an interest period of one month, 0.15% for loans with an interest period of three months and 0.25% for loans with an interest period of six months, as applicable, (the “Adjusted Term SOFR”) or (b) the base rate (determined by reference to the greatest of (i) the rate of interest last quoted by The Wall Street Journal in the United States as the prime rate in effect, (ii) the NYFRB Rate from time to time plus 0.50% and (iii) the Adjusted Term SOFR for a one month interest period plus 1.00%, (the “Base Rate”)), in each case plus an applicable margin.

At June 30, 2026, we had \$165.0 million of outstanding borrowings under the Revolving Credit Facility, with a weighted average interest rate of 7.2%, and we had \$2.0 million of standby letters of credit outstanding. At June 30, 2026, the interest rate applicable to our Term Loan Facility was 7.2% and the interest rate applicable to our Delayed Draw Term Loan Facility was 7.1%.

The Term Loan Facility and Delayed Draw Term Loan Facility require quarterly principal payments totaling approximately \$4.2 million (1.875% of the original principal balance), increasing to approximately \$5.6 million (2.5% of the original principal balance) on December 31, 2026, through the maturity date.

On January 15, 2025, the Company entered into an Incremental Assumption Agreement and Amendment No. 4 (the “Fourth Amendment”) to the Credit Agreement. The Fourth Amendment expanded the syndicate to include member banks from the Farm Credit System and increased the amount of revolving facility commitments (the “Existing Revolving Facility Commitments”, and any loans thereunder, the “Existing Revolving Loans”) available to the Borrower under the Credit Agreement by \$25.0 million (the “Incremental Revolving Facility Commitments” and any loans thereunder, the “Incremental Revolving Loans”). The amount of revolving facility commitments available to the Borrower under the Credit Agreement, as amended, is \$200.0 million. The Incremental Revolving Facility Commitments and the Incremental Revolving Loans are subject to the same interest rates, commitment fees, maturity dates and other terms as the Existing Revolving Facility Commitments and the Existing Revolving Loans.

The Fourth Amendment also modified the secured net leverage ratio that the Company must comply with during the covenant relief period (the “Covenant Relief Period”), which commenced on June 30, 2023 in connection with Amendment No. 2 to the Credit Agreement, increasing the maximum secured net leverage ratio to (a) 6.00x for the test period ending June 30, 2025, (b) 5.50x for the test period ending September 30, 2025, and (c) 5.25x for the test period ending December 31, 2025. In addition, the Fourth Amendment provided that the minimum liquidity covenant will not apply after the Covenant Relief Period ends.

On November 4, 2025, the Company entered into Amendment No. 5 (the “Fifth Amendment”) to the Credit Agreement. The Fifth Amendment modified and extended the existing Covenant Relief Period, to end on the earlier to occur of (i) October 1, 2026 and (ii) any date following June 30, 2024, on which the Borrower elects to terminate the Covenant Relief Period subject to satisfaction of certain conditions.

During the Covenant Relief Period, the Borrower's ability to incur additional indebtedness and make investments, restricted payments and junior debt restricted payments is more limited. The Fifth Amendment permitted the Borrower to issue convertible notes, including the 2031 Convertible Notes (as defined below).

The Fifth Amendment modified the secured net leverage ratio that the Company must comply with during the Covenant Relief Period to increase the maximum secured net leverage ratio to (a) 5.50x for the test period ending December 31, 2025, (b) 5.25x for the test period ending March 31, 2026, (c) 5.00x for the test period ending June 30, 2026, (d) 4.50x for the test period ending September 30, 2026 and (e) 4.00x for the test period ending December 31, 2026. In addition, the Fifth Amendment lowered the interest coverage ratio that the Company must comply with to permit the interest coverage ratio as of the last day of any test period to be less than (a) on and prior to December 31, 2025, 1.50x, (b) on January 1, 2026 and on or prior to September 30, 2026, 1.75x and (c) on October 1, 2026 and thereafter, 2.00x. The Credit Agreement also includes (i) a minimum liquidity covenant requiring the Borrower not to permit its liquidity, measured as of the last business day of each calendar month commencing March 29, 2024, to be less than \$15 million and (ii) an anti-cash hoarding covenant, which shall be effective only during the Covenant Relief Period, requiring the Borrower to have no more than \$20 million of unrestricted cash on the last day of each calendar month when revolving loans or letters of credit are outstanding or on the date of borrowing of a revolving loan. The minimum liquidity covenant will not apply after the Covenant Relief Period ends.

On June 30, 2026, the Company entered into Amendment No. 6 (the "Sixth Amendment") to the Credit Agreement. The Sixth Amendment extends the maturity date of approximately \$360.7 million of the loans and commitments under its credit facilities from August 29, 2027 to November 29, 2028 and makes certain restricted payments subject to the secured net leverage ratio being no greater than 3.75x and liquidity being no less than \$25.0 million, in each case on a pro forma basis. Approximately \$25.8 million of the loans and commitments under its credit facilities will continue to mature on August 29, 2027. In connection with the Sixth Amendment, Texas Capital Bank has also become a lender.

In addition, on June 30, 2026, the Borrower elected to terminate the Covenant Relief Period under the Credit Agreement prior to its scheduled expiration on October 1, 2026. As a result, the applicable margin on any loans will decrease, certain restrictions limited to the covenant relief period will no longer apply, and the maximum permitted secured net leverage ratio under the secured net leverage ratio financial covenant decreased from 5.00x to 4.00x for the test period ended June 30, 2026, and from 4.50x to 4.00x for the test period ending September 30, 2026. As of the date of this Quarterly Report on Form 10-Q, the Company was in compliance with its financial covenants.

Convertible Notes

On February 15, 2024, the Company sold and issued in a private placement \$72.0 million in aggregate principal amount of 5.00% convertible senior notes due 2029 (the "2029 Convertible Notes"), of which \$52.0 million was from related parties (see Note 19). The 2029 Convertible Notes are unsecured, senior obligations of the Company and accrue interest at a rate of 5.00% per annum.

The 2029 Convertible Notes are carried at amortized cost and are recorded in long-term debt, net and convertible notes payable – related party, net on the Condensed Consolidated Balance Sheets. At June 30, 2026, the carrying value of the 2029 Convertible Notes was \$71.7 million, of which \$51.8 million was from related parties. We incurred a total of \$0.5 million of financing fees in connection with the 2029 Convertible Notes, which were ratably allocated to the convertible notes payable and the convertible notes payable – related party, respectively, and are being amortized into interest expense over the remaining term of the 2029 Convertible Notes utilizing the effective interest rate method.

Pursuant to the terms of the 2029 Convertible Notes, noteholders may convert their 2029 Convertible Notes at their option only in the following circumstances: (i) during the period commencing on August 15, 2024, and prior to the close of business on the trading day immediately preceding August 15, 2028, if the closing price for at least 20 trading days (whether or not consecutive) during the period of any 30 consecutive trading days in the immediately preceding calendar quarter is equal to or greater than 130% of the conversion price; (ii) during the period commencing on August 15, 2028, and prior to the close of business on the second scheduled trading day immediately preceding February 15, 2029, at any time; and (iii) during the 35 trading days following the effective date of certain fundamental change transactions that occur prior to the close of business on the trading day immediately preceding August 15, 2028.

The Company will settle conversions by paying or delivering, as applicable, at the Company's election, cash, common stock, par value \$0.01 per share ("Common Shares"), or a combination of cash and Common Shares. The Company may not issue more than 19.99% of the issued and outstanding Common Shares immediately prior to the issuance of the 2029 Convertible Notes in respect of the conversion of the 2029 Convertible Notes. The initial conversion price of the 2029 Convertible Notes is \$12.84, which corresponds to an initial conversion rate of approximately 77.88 Common Shares per \$1,000 principal amount of 2029 Convertible Notes. The conversion price and conversion rate are subject to customary adjustments.

On November 4, 2025, the Company sold and issued in a private placement \$30.0 million in aggregate principal amount of 5.00% convertible senior notes due 2031 (the "2031 Convertible Notes," and together with the 2029 Convertible Notes, the "Convertible Notes"), of which \$13.5 million was from related parties (see Note 19). The 2031 Convertible Notes are unsecured, senior obligations of the Company and accrue interest at a rate of 5.00% per annum.

The 2031 Convertible Notes are carried at amortized cost and are recorded in long-term debt, net and convertible notes payable – related party, net on the Condensed Consolidated Balance Sheets. At June 30, 2026, the carrying value of the 2031 Convertible Notes was \$29.0 million, of which \$13.0 million was from related parties.

Pursuant to the terms of the 2031 Convertible Notes, noteholders may convert their 2031 Convertible Notes at their option only in the following circumstances: (i) during the period commencing on May 4, 2026, and prior to the close of business on the trading day immediately preceding August 15, 2030, if the closing price for at least 20 trading days (whether or not consecutive) during the period of any 30 consecutive trading days in the immediately preceding calendar quarter is equal to or greater than 130% of the conversion price; (ii) during the period commencing on August 15, 2030, and prior to the close of business on the second scheduled trading day immediately preceding February 15, 2031, at any time; and (iii) during the 35 trading days following the effective date of certain fundamental change transactions that occur prior to the close of business on the trading day immediately preceding August 15, 2030.

The Company will settle conversions by paying or delivering, as applicable, at the Company's election, cash, Common Shares or a combination of cash and Common Shares. The initial conversion price of the 2031 Convertible Notes is \$5.25, which corresponds to an initial conversion rate of approximately 190.48 Common Shares per \$1,000 principal amount of 2031 Convertible Notes. At this initial conversion price, the 2031 Convertible Notes are convertible into approximately 5.7 million Common Shares. The conversion price and conversion rate are subject to customary adjustments, provided that the Company may not issue more than 19.99% of the issued and outstanding Common Shares immediately prior to the issuance of the 2031 Convertible Notes in respect of the conversion of the 2031 Convertible Notes.

The Convertible Notes do not contain any financial or operating covenants or restrictions on the payments of dividends, the incurrence of indebtedness or the issuance or repurchase of securities by the Company or any of its subsidiaries. Convertible Notes contain customary terms regarding events of default. If any event of default (other than certain events of bankruptcy, insolvency or reorganization involving the Company) occurs and is continuing, then each noteholder may, by written notice to the Company, declare the principal amount of, and all accrued and unpaid interest on, such noteholder's 2029 Convertible Notes and/or 2031 Convertible Notes to become due and payable immediately. If an event of default involving certain events of bankruptcy, insolvency or reorganization occurs, then the principal amount of, and all accrued and unpaid interest on, all of the 2029 Convertible Notes and/or 2031 Convertible Notes then outstanding will immediately become due and payable without any further action or notice by any person.

International Debt and Lending Facilities

During 2025, Falcon Coffees Limited ("Falcon"), our subsidiary, renewed its working capital trade finance facility with multiple institutions, increasing the facility size from \$75.0 million to \$85.0 million on March 7, 2025 and from \$85.0 million to \$102.5 million on July 23, 2025. Most recently, Falcon renewed its working capital trade finance facility with multiple institutions on March 5, 2026, increasing its facility size from \$102.5 million to \$110.0 million. The facility remains uncommitted and repayable on demand, with certain of Falcon's assets pledged as collateral against the facility. The facility will mature one year from inception. Borrowings under the facility bear interest at the borrower's option at a rate equal to (a) Term SOFR plus a margin of 4.00% plus a liquidity premium set by the lender at the time of

borrowing or (b) the base rate (determined by reference to the greatest of (i) the Prime Rate, as defined in the facility, at such time, (ii) one-half of 1.00% in excess of the Federal Funds Effective Rate, as defined in the facility, at such time, and (iii) Term SOFR for a one-month tenor in effect at such time plus 1.00%).

At June 30, 2026, there was \$55.8 million of outstanding borrowings under the facility, which is recorded in short-term debt in the Condensed Consolidated Balance Sheets. Falcon's facility contains certain restrictive financial covenants which require Falcon to maintain certain levels of working capital, debt, and net worth. Falcon was in compliance with these financial covenants as of June 30, 2026.

On December 16, 2025, Falcon amended its working capital trade finance facility with responsAbility Climate Smart Agriculture & Food Systems Fund. The amendment extended the maturity date on the then remaining outstanding balance of \$3.5 million to March 31, 2028, and requires stepped repayments of \$1.0 million during 2026, \$2.0 million during 2027 and \$0.5 million on March 31, 2028. On December 16, 2025, Falcon obtained an additional \$2.9 million loan with responsAbility Climate Smart Agriculture & Food Systems Fund. The facility will mature on December 31, 2028 and requires stepped repayments of \$2.9 million throughout 2028. Borrowings under the facility bear interest at the borrower's option at a rate equal to (a) (i) the most recent applicable Term SOFR for the longest period (for which Term SOFR is available) which is less than the applicable interest period of the loan or (ii) if no such Term SOFR is available for a period which is less than the applicable interest period, SOFR for the day which is two U.S. Government Securities Business Days, as defined in the facility, before the Quotation Day, as defined in the facility; or (b) the most recent applicable Term SOFR (as of the Quotation Day) for the shortest period (for which Term SOFR is available) which exceeds the applicable interest period of that loan, in each case plus the applicable margin.

At June 30, 2026, there was \$6.4 million of outstanding borrowings under the facility, of which \$4.9 million and \$1.5 million is recorded in long-term debt, net and current maturities of long-term debt, respectively, on the Condensed Consolidated Balance Sheets. Falcon's facility contains certain restrictive financial covenants which require Falcon to maintain certain levels of working capital, debt, and tangible net worth. Falcon was in compliance with these financial covenants as of June 30, 2026.

Note 11. Series A Preferred Shares

The Company has 23,510,527 Westrock Series A Preferred Shares outstanding, which rank senior to the Common Shares with respect to dividend rights and/or distribution rights upon the liquidation, winding up or dissolution, as applicable, of Westrock. Each holder of Westrock Series A Preferred Shares is entitled to vote, on an as-converted basis, as a single class with the holders of Common Shares and the holders of any other class or series of capital stock of Westrock then entitled to vote with the Common Shares on all matters submitted to a vote of the holders of Common Shares.

The initial liquidation preference of Westrock Series A Preferred Shares is \$11.50 per share, plus any declared but unpaid dividends and subject to accretion under certain circumstances. In the event of our liquidation, dissolution or winding up, holders of Westrock Series A Preferred Shares are entitled to receive, per Westrock Series A Preferred Share, the greater of (a) the liquidation preference and (b) the amount such holder would have received had they converted their Westrock Series A Preferred Shares into Common Shares immediately prior to such liquidation event.

Holders of Westrock Series A Preferred Shares may voluntarily convert their Westrock Series A Preferred Shares into a whole number of Common Shares at any time at a rate equal to the quotient of (a) the liquidation preference as of the applicable conversion date, divided by (b) the conversion price as of the applicable conversion date, which is currently \$11.50 per Westrock Series A Preferred Share, plus cash in lieu of fractional shares. The initial conversion price of \$11.50 per Westrock Series A Preferred Share is subject to customary adjustments for the issuance of Common Shares as a dividend or distribution to the holders of Common Shares, a subdivision or combination of the Common Shares, reclassification of the Common Shares into a greater or lesser number of Common Shares, certain tender or exchange offers for the Common Shares, and issuances of Common Shares below a specified price.

After February 26, 2028, any holder of Westrock Series A Preferred Shares may require Westrock to redeem all or any whole number of such holder's Westrock Series A Preferred Shares in cash, subject to applicable law and the terms of

any credit agreement or similar arrangement pursuant to which a third-party lender provides debt financing to Westrock or its subsidiaries, at a redemption price per share equal to the greater of (a) the liquidation preference and (b) the product of (i) the number of Common Shares that would have been obtained from converting one Westrock Series A Preferred Share on the redemption notice date and (ii) the simple average of the daily volume-weighted average price per Common Share for the ten (10) trading days ending on and including the trading day immediately preceding the redemption notice date. Assuming that the liquidation preference of the Series A Preferred Shares remains \$11.50 per share and all 23,510,527 Series A Preferred Shares outstanding at June 30, 2026 remain outstanding after February 26, 2028, we estimate an aggregate redemption payment of at least approximately \$270.4 million.

At any time after February 26, 2028, Westrock may redeem, ratably, in whole or, from time to time in part, the Westrock Series A Preferred Shares of any holder then outstanding at the redemption price in cash, equal to the greater of (i) the liquidation preference and (ii) the product of (x) the number of Common Shares that would have been obtained from converting one Westrock Series A Preferred Share on the date of the exercise of such call is notified by Westrock (including fractional shares for this purpose) and (y) the simple average of the daily volume weighted average price per Common Share for the ten trading days ending on and including the trading day immediately preceding the date of the exercise of such call by Westrock. The redemption price for the Westrock Series A Preferred Shares held by controlled affiliates of Brown Brothers Harriman & Co. (“BBH Investors”) may not be less than the \$18.50 per Westrock Series A Preferred Share (subject to adjustments); provided that, Westrock may redeem such shares in such a case if it pays an incremental price per share on the redemption date to the BBH Investors equal to the difference between \$18.50 (subject to adjustments) and the redemption price otherwise.

Upon issuance, the Westrock Series A Preferred Shares were recorded on our Condensed Consolidated Balance Sheets at fair value. Subsequently, the Company will accrete changes in the redemption value from the date of issuance to the earliest redemption date using the effective interest rate method. The accretion will be recorded as a deemed dividend, which adjusts retained earnings (or in the absence of retained earnings, additional paid-in capital) and earnings attributable to common shareholders in computing basic and diluted earnings per share. However, at no time will the Westrock Series A Preferred Shares be reported at a value less than its initial carrying value. For the three and six months ended June 30, 2026, the Company recorded \$0.1 million and \$0.2 million of amortization, respectively, with respect to the Westrock Series A Preferred Shares. For the three and six months ended June 30, 2025, the Company recorded \$0.1 million and \$0.2 million of amortization, respectively, with respect to the Westrock Series A Preferred Shares.

Note 12. Derivatives

We record all derivatives, whether designated in a hedging relationship or not, at fair value on the Condensed Consolidated Balance Sheets. We use various types of derivative instruments including, but not limited to, forward contracts, exchange-traded futures and options contracts and over the counter (“OTC”) commodity swaps and options contracts for certain commodities. Forward and futures contracts, and commodity swaps, are agreements to buy or sell a quantity of a commodity at a predetermined future date, and at a predetermined rate or price. Forward contracts are traded over the counter whereas futures contracts are traded on an exchange. Option contracts are agreements to facilitate a potential transaction involving the commodity at a preset price and date.

The accounting for gains and losses that result from changes in the fair values of derivative instruments depends on whether the derivatives have been designated and qualify as hedging instruments and the types of hedging relationships. Derivatives can be designated as fair value hedges, cash flow hedges or hedges of net investments in foreign operations. The changes in the fair values of derivatives that have not been designated and for which hedge accounting is not applied, are recorded in the same line item in our Condensed Consolidated Statements of Operations as the changes in the fair value of the hedged items attributable to the risk being hedged. The changes in fair values of derivatives that have been designated and qualify as cash flow hedges are recorded in accumulated other comprehensive income (loss) (“AOCI”) and are reclassified into the line item in the Condensed Consolidated Statements of Operations in which the hedged items are recorded in the same period the hedged items affect earnings.

For derivatives that will be accounted for as hedging instruments, we formally designate and document, at inception, the financial instrument as a hedge of a specific underlying exposure, the risk management objective and the strategy for

undertaking the hedge transaction. In addition, we formally assess both at the inception and at least quarterly thereafter, whether the financial instruments used in hedging transactions are highly effective at offsetting changes in either the fair values or cash flows of the related underlying exposures.

We use cash flow hedges to minimize the variability in cash flows of assets or liabilities or forecasted transactions caused by fluctuations in commodity prices. The changes in fair values of hedges that are determined to be ineffective are immediately reclassified from AOCI into earnings. We did not discontinue any cash flow hedging relationships during the six months ended June 30, 2026 and 2025.

Within our Beverage Solutions segment, we have entered into coffee futures, swaps and options contracts to hedge our exposure to price fluctuations on green coffee associated with certain price-to-be-fixed purchase contracts, which generally range from three to twelve months in length. These derivative instruments have been designated as cash flow hedges. The objective of this hedging program is to reduce the variability of cash flows associated with future purchases of green coffee.

The notional amount for the coffee futures contracts, commodity swaps and coffee options that were designated and qualified for our commodity cash flow hedging program was 22.4 million pounds and 116.8 million pounds as of June 30, 2026 and December 31, 2025, respectively. During the three and six months ended June 30, 2026, the Company purchased coffee futures contracts, commodity swaps and coffee options contracts under our cash flow hedging program with aggregate notional amounts of 16.4 million pounds and 141.1 million pounds, respectively. During the three and six months ended June 30, 2025, the Company purchased coffee futures contracts and coffee options contracts under our cash flow hedging program with aggregate notional amounts of 53.3 million pounds and 99.9 million pounds, respectively.

Approximately \$9.5 million and \$33.4 million of net realized gains, representing the effective portion of the cash flow hedge, were subsequently reclassified from AOCI to earnings and recognized in costs of sales in the Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2026, respectively. Approximately \$12.1 million and \$22.3 million of net realized gains, representing the effective portion of the cash flow hedge, were subsequently reclassified from AOCI to earnings and recognized in costs of sales in the Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2025, respectively. As of June 30, 2026, the estimated amount of net losses reported in AOCI that is expected to be reclassified to the Condensed Consolidated Statements of Operations within the next twelve months is \$23.1 million.

Within our SS&T segment, the Company's forward sales and forward purchase contracts are for physical delivery of green coffee in a future period. While the Company considers these contracts to be effective economic hedges, the Company does not designate or account for forward sales or forward purchase contracts as hedges as defined under current accounting standards. See Note 4 for a description of the treatment of realized and unrealized gains and losses on forward sales and forward purchase contracts.

The fair value of our derivative assets and liabilities included in the Condensed Consolidated Balance Sheets are set forth below:

(Thousands)	Balance Sheet Location	June 30, 2026	December 31, 2025
Derivative assets designated as cash flow hedging instruments:			
Coffee futures contracts ⁽¹⁾	Derivative assets	\$ 49	\$ —
Commodity swaps	Derivative assets	1,617	—
Options contracts ⁽²⁾	Derivative assets	1,304	—
Total		\$ 2,970	\$ —
Derivative assets not designated as cash flow hedging instruments:			
Forward purchase and sales contracts	Derivative assets	\$ 21,476	\$ 15,049
Total		21,476	15,049
Total derivative assets		\$ 24,446	\$ 15,049
Derivative liabilities designated as cash flow hedging instruments:			
Coffee futures contracts ⁽¹⁾	Derivative liabilities	\$ —	\$ 110
Commodity swaps	Derivative liabilities	—	8,235
Options contracts ⁽²⁾	Derivative liabilities	—	17,906
Total		\$ —	\$ 26,251
Derivative liabilities not designated as cash flow hedging instruments:			
Forward purchase and sales contracts	Derivative liabilities	\$ 7,440	\$ 2,349
Total derivative liabilities		\$ 7,440	\$ 28,600

1 – The fair value of coffee futures contracts excludes amounts related to margin accounts.

2 – Options contracts include counterparty netting.

The following table presents the pre-tax net gains and losses for our derivative instruments for the three and six months ended June 30, 2026 and 2025, respectively:

		<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
(Thousands)	Statement of Operations Location	2026	2025	2026	2025
Derivative assets designated as cash flow hedging instruments:					
Net realized gains (losses) on coffee derivatives	Costs of sales	\$ 9,510	\$ 12,121	\$ 33,409	\$ 22,283
Derivative assets and liabilities not designated as cash flow hedging instruments:					
Net unrealized gains (losses) on forward sales and purchase contracts	Costs of sales	\$ (3,533)	\$ 10,596	\$ 2,253	\$ 14,190

Note 13. Fair Value Measurements

ASC 820, *Fair Value Measurements*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Additionally, the inputs used to measure fair value are

prioritized based on a three-level hierarchy. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs.

The Company groups its assets and liabilities at fair value in three levels, based on the markets in which the assets and liabilities are traded, and the reliability of the assumptions used to determine fair value. These levels are:

- Level 1—Valuation is based upon quoted prices for identical instruments traded in active markets.
- Level 2—Valuation is based upon inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (i.e. interest rate and yield curves observable at commonly quoted intervals, default rates, etc.). Observable inputs include quoted prices for similar instruments in active and non-active markets. Level 2 includes those financial instruments that are valued with industry standard valuation models that incorporate inputs that are observable in the marketplace throughout the full term of the instrument or can otherwise be derived from or supported by observable market data in the marketplace. Level 2 inputs may also include insignificant adjustments to market observable inputs.
- Level 3—Valuation is based upon one or more unobservable inputs that are significant in establishing a fair value estimate. These unobservable inputs are used to the extent relevant observable inputs are not available and are developed based on the best information available. These inputs may be used with internally developed methodologies that result in management's best estimate of fair value.

The following table summarizes the fair value of financial instruments at June 30, 2026:

(Thousands)	June 30, 2026			
	Level 1	Level 2	Level 3	Total
Assets:				
Green coffee associated with forward contracts	\$ —	\$ 66,777	\$ —	\$ 66,777
Coffee futures contracts	49	—	—	49
Commodity swaps	—	1,617	—	1,617
Options contracts ⁽¹⁾	1,304	—	—	1,304
Forward purchase and sales contracts	—	21,476	—	21,476
Total	<u>\$ 1,353</u>	<u>\$ 89,870</u>	<u>\$ —</u>	<u>\$ 91,223</u>
Liabilities:				
Forward purchase and sales contracts	—	7,440	—	7,440
Total	<u>\$ —</u>	<u>\$ 7,440</u>	<u>\$ —</u>	<u>\$ 7,440</u>

1 – Options contracts include counterparty netting.

The following table summarizes the fair value of financial instruments at December 31, 2025:

(Thousands)	December 31, 2025			
	Level 1	Level 2	Level 3	Total
Assets:				
Green coffee associated with forward contracts	\$ —	\$ 75,335	\$ —	\$ 75,335
Forward purchase and sales contracts	—	15,049	—	15,049
Total	\$ —	\$ 90,384	\$ —	\$ 90,384
Liabilities:				
Coffee futures contracts	\$ 110	\$ —	\$ —	\$ 110
Commodity swaps	—	8,235	—	8,235
Options contracts ⁽¹⁾	1,106	16,800	—	17,906
Forward purchase and sales contracts	—	2,349	—	2,349
Total	\$ 1,216	\$ 27,384	\$ —	\$ 28,600

1 – Options contracts include counterparty netting.

Financial instruments consist primarily of cash, accounts receivable, accounts payable, supply chain finance program obligations, inventory repurchase obligations, convertible notes payable, short-term debt and long-term debt. The carrying amount of cash, accounts receivable, accounts payable, short-term debt and the supply chain finance program was estimated by management to approximate fair value due to the relatively short period of time to maturity for those instruments. The Term Loan Facility, Delayed Draw Term Loan Facility and Revolving Credit Facility are carried on the Condensed Consolidated Balance Sheets at amortized cost and are estimated by management to approximate fair value as of June 30, 2026, as the interest rate on these facilities is adjusted for changes in the market rates. The fair value of the Term Loan Facility, Delayed Draw Term Loan Facility and Revolving Credit Facility was determined based on Level 2 inputs under the fair value hierarchy.

Coffee futures contracts and coffee options are valued based on quoted market prices. The estimated fair value for green coffee inventories associated with forward contracts, commodity swaps, OTC options contracts, and forward sales and purchase contracts are based on exchange-quoted prices, adjusted for differences in origin, quantity, quality, and future delivery period, as the exchange quoted prices represent standardized terms for the commodity. These adjustments are generally determined using broker or dealer quotes or based upon observable market transactions. As a result, green coffee associated with forward contracts, commodity swaps, OTC options contracts and forward sales and purchase contracts are classified within Level 2 of the fair value hierarchy.

The Convertible Notes are carried on the Condensed Consolidated Balance Sheets at amortized cost. The estimated fair value of the Convertible Notes as of June 30, 2026 was \$69.1 million and \$50.0 million, respectively, and was determined using a binomial lattice model, which is considered to be a Level 3 fair value measurement.

Non-financial assets and liabilities, including property, plant and equipment, goodwill and intangible assets are measured at fair value on a non-recurring basis. No events occurred during the three and six months ended June 30, 2026 or 2025, requiring these non-financial assets and liabilities to be subsequently recognized at fair value.

At June 30, 2026, the Company had an equity investment with a carrying value of approximately \$1.0 million, for which there is no readily determinable fair value. This investment is recorded at cost within other long-term assets on the Condensed Consolidated Balance Sheets. As of June 30, 2026, there have been no adjustments, upward or downward, to the carrying value.

Note 14. Accumulated Other Comprehensive Income (Loss)

Changes in accumulated other comprehensive income (loss), net of tax by component for the three and six months ended June 30, 2026 and 2025 are as follows:

(Thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Unrealized gain (loss) on derivative instruments:				
Balance at beginning of period	\$ (24,058)	\$ 18,095	\$ (13,336)	\$ 18,863
Other comprehensive income (loss) before reclassifications	10,588	(23,945)	23,676	(14,567)
Amounts reclassified from accumulated comprehensive income	(9,510)	(12,121)	(33,409)	(22,283)
Tax effect	(105)	68	(16)	84
Balance at end of period	<u>(23,085)</u>	<u>(17,903)</u>	<u>(23,085)</u>	<u>(17,903)</u>
Foreign currency translation adjustment				
Balance at beginning of period	318	768	302	721
Other comprehensive income (loss) before reclassifications	—	17	17	64
Amounts reclassified from accumulated comprehensive income	5	(440)	4	(440)
Tax effect	—	—	—	—
Balance at end of period	<u>323</u>	<u>345</u>	<u>323</u>	<u>345</u>
Accumulated other comprehensive income (loss) at end of period	<u>\$ (22,762)</u>	<u>\$ (17,558)</u>	<u>\$ (22,762)</u>	<u>\$ (17,558)</u>

Note 15. Equity-Based Compensation

The Company grants restricted stock units (“RSUs”) under the Westrock Coffee Company 2022 Equity Incentive Plan (the “2022 Equity Plan”). RSUs may contain a service, performance or market condition on which vesting is based.

Service-based RSUs vest in equal installments on anniversaries of the grant date over the explicit service period, which ranges from one to four years. The Company recognizes the expense relating to these units on a straight-line basis over the vesting period.

Performance-based RSUs vest upon satisfaction of the Company’s achievement of certain pre-defined performance targets during a stated performance period and are subject to the employee’s continuing employment throughout. The Company recognizes the expense relating to these units over the explicit service period, based on the probability of achievement of the performance targets.

Market-based RSUs vest upon the Company’s achievement of certain stock price targets over a stated measurement period, subject to the employee’s continuing employment throughout. The Company recognizes the expense relating to these units over the derived service period, even if the market condition is not achieved.

The Company recognizes equity-based compensation expense, for its RSU awards, in an amount equal to the grant-date fair value of the respective award. The fair value of service-based RSUs and performance-based RSUs is based on the closing price of the Company’s common stock on the grant date. For market-based RSUs granted during the six months ended June 30, 2026, the Company estimated the fair value of the market-based RSUs on the grant date using a Monte Carlo simulation model with the following assumptions: (i) expected term of 2.6 years, (ii) expected volatility of 54.0% and (iii) risk-free interest rate of 4.0%.

Compensation costs associated with service-based RSUs and performance-based RSUs are recognized only for those awards that ultimately vest, whereas compensation costs associated with market-based RSUs are recognized even if the market condition is never satisfied.

During the six months ended June 30, 2026, the Company granted 1.6 million RSUs with an aggregate fair value of \$13.2 million to certain employees and non-employee directors under the 2022 Equity Plan. As of June 30, 2026, there were 3.7 million shares available for future issuance under the 2022 Equity Plan.

The following table sets forth the RSU activity under the 2022 Equity Plan for the six months ended June 30, 2026:

	Service-based Restricted Stock Units		Performance-based Restricted Stock Units		Market-based Restricted Stock Units	
	Units	Weighted-Average Fair Value at Grant Date	Units	Weighted-Average Fair Value at Grant Date	Units	Weighted-Average Fair Value at Grant Date
Outstanding at December 31, 2025	1,585,589	\$ 9.48	557,466	\$ 7.01	557,500	\$ 4.52
Granted	1,089,016	7.91	—	—	475,945	9.55
Forfeited	(66,703)	9.11	(20,859)	7.01	(28,117)	4.52
Vested	(798,652)	9.90	(183,726)	7.01	—	—
Outstanding at June 30, 2026	1,809,250	\$ 8.37	352,881	\$ 7.01	1,005,328	\$ 6.90

Note 16. Earnings per Share

Westrock Series A Preferred Shares and our service-based RSUs issued under our 2022 Equity Plan are considered participating securities as they receive non-forfeitable rights to dividends at the same rate as Common Shares. As participating securities, we include these instruments in the computation of earnings per share under the two-class method described in ASC 260 *Earnings per Share* (“ASC 260”).

The dilutive effect of Westrock Series A Preferred Shares and the Convertible Notes is calculated using the if-converted method, which assumes an add-back of any accretion on preferred shares and interest expense associated with the Convertible Notes to net income attributable to shareholders as if the securities were converted to Common Shares at the beginning of the reporting period (or at the time of issuance, if later), and the resulting Common Shares being included in the number of weighted-average units outstanding.

The dilutive effect of time-based option awards and RSUs is calculated using the treasury stock method, while performance-based awards are treated as contingently issuable.

The following potentially dilutive securities were excluded from the computation of diluted shares for the periods indicated because their inclusion would have an anti-dilutive effect on dilutive earnings (loss) per common share.

(Thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Restricted stock units	1,120	1,947	1,271	2,147
Options	1,004	1,255	1,028	1,255
If-converted securities	37,651	34,671	40,952	34,568

The following table sets forth the computation of basic and diluted earnings per share under the two-class method for the periods indicated:

(Thousands, except per share data)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Basic Earnings per Common Share				
Numerator:				
Net income (loss) attributable to common shareholders	\$ (13,570)	\$ (21,477)	\$ (22,017)	\$ (48,609)
Denominator:				
Weighted-average common shares outstanding - basic	97,579	94,661	97,298	94,480
Basic earnings (loss) per common share	<u>\$ (0.14)</u>	<u>\$ (0.23)</u>	<u>\$ (0.23)</u>	<u>\$ (0.51)</u>
Diluted Earnings per Common Share				
Numerator:				
Net income (loss) attributable to common shareholders - basic	\$ (13,570)	\$ (21,477)	\$ (22,017)	\$ (48,609)
Net income (loss) attributable to common shareholders - diluted	<u>\$ (13,570)</u>	<u>\$ (21,477)</u>	<u>\$ (22,017)</u>	<u>\$ (48,609)</u>
Denominator:				
Weighted-average common shares outstanding - basic	97,579	94,661	97,298	94,480
Weighted-average common shares outstanding - diluted	<u>97,579</u>	<u>94,661</u>	<u>97,298</u>	<u>94,480</u>
Diluted (loss) earnings per common share	<u>\$ (0.14)</u>	<u>\$ (0.23)</u>	<u>\$ (0.23)</u>	<u>\$ (0.51)</u>

Note 17. Segment Information

Our two operating segments, Beverage Solutions and SS&T, are evaluated using Segment Adjusted EBITDA, which is a segment performance measure. We define Segment Adjusted EBITDA as net (loss) income determined in accordance with GAAP, before interest expense, provision for income taxes, depreciation and amortization, equity-based compensation expense and the impact, which may be recurring in nature, of transaction, restructuring and integrations costs, impairment charges, changes in fair value of warrant liabilities, non-cash mark-to-market adjustments, certain non-capitalizable costs necessary to place the Conway Facility into commercial production, certain recurring operating costs related to the scale-up of operations of the Conway Facility, the write off of unamortized deferred financing costs, costs incurred as a result of the early repayment of debt, gains or losses on dispositions, and other similar or infrequent items (although we may not have had such charges in the periods presented).

The Company's Chief Executive Officer, its chief operating decision maker ("CODM"), reviews Segment Adjusted EBITDA for the purpose of making operating decisions, assessing financial performance, and deciding how to allocate resources. Segment Adjusted EBITDA is used by the CODM to review operating trends and to monitor budget-to-actual variances in order to make key operating decisions.

Selected financial data, including a reconciliation of total reportable segments' Segment Adjusted EBITDA to loss before income taxes and equity in earnings from unconsolidated entities, is presented below for the periods indicated:

(Thousands)	Three Months Ended June 30, 2026		
	Beverage Solutions	Sustainable Sourcing & Traceability	Total
Net sales ⁽¹⁾	\$ 243,870	\$ 61,788	\$ 305,658
Segment Adjusted EBITDA	22,167	1,959	24,126
Less:			
Interest expense			12,990
Depreciation and amortization			17,104
Transaction, restructuring and integration expense			3,168
Equity-based compensation			1,565
Conway extract and ready-to-drink facility pre-production costs			49
Conway extract and ready-to-drink facility scale up operating costs			2,829
Mark-to-market adjustments			565
(Gain) loss on disposal of property, plant and equipment			(43)
Other			122
Loss before income taxes and equity in earnings from unconsolidated entities			\$ (14,223)
Total assets	955,955	129,893	1,085,848

(1) Excludes \$0.4 million of intersegment revenues that represent sales of green coffee from our SS&T segment to our Beverage Solutions segment.

(Thousands)	Three Months Ended June 30, 2025		
	Beverage Solutions	Sustainable Sourcing & Traceability	Total
Net sales ⁽¹⁾	\$ 208,814	\$ 72,045	\$ 280,859
Segment Adjusted EBITDA	19,670	3,315	22,985
Less:			
Interest expense			13,119
Depreciation and amortization			15,016
Transaction, restructuring and integration expense			2,477
Equity-based compensation			4,750
Conway extract and ready-to-drink facility pre-production costs			9,072
Conway extract and ready-to-drink facility scale up operating costs			7,647
Mark-to-market adjustments			(1,441)
(Gain) loss on disposal of property, plant and equipment			—
Other			(2,215)
Loss before income taxes and equity in earnings from unconsolidated entities			\$ (25,440)
Total assets	1,027,048	130,429	1,157,477

(1) Excludes \$2.6 million of intersegment revenues that represent sales of green coffee from our SS&T segment to our Beverage Solutions segment.

(Thousands)	Six Months Ended June 30, 2026		
	Beverage Solutions	Sustainable Sourcing & Traceability	Total
Net sales ⁽¹⁾	\$ 483,192	\$ 131,291	\$ 614,483
Segment Adjusted EBITDA	45,441	8,419	53,860
Less:			
Interest expense			26,517
Depreciation and amortization			33,668
Transaction, restructuring and integration expense			6,836
Equity-based compensation			3,296
Conway extract and ready-to-drink facility pre-production costs			327
Conway extract and ready-to-drink facility scale up operating costs			6,595
Mark-to-market adjustments			(4,517)
(Gain) loss on disposal of property, plant and equipment			1,053
Other			4,188
Loss before income taxes and equity in earnings from unconsolidated entities			\$ (24,103)
Total assets	955,955	129,893	1,085,848

- (1) Excludes \$0.5 million of intersegment revenues that represent sales of green coffee from our SS&T segment to our Beverage Solutions segment.

(Thousands)	Six Months Ended June 30, 2025		
	Beverage Solutions	Sustainable Sourcing & Traceability	Total
Net sales ⁽¹⁾	\$ 372,893	\$ 121,762	\$ 494,655
Segment Adjusted EBITDA	29,253	5,243	34,496
Less:			
Interest expense			25,718
Depreciation and amortization			26,771
Transaction, restructuring and integration expense			4,268
Equity-based compensation			8,080
Conway extract and ready-to-drink facility pre-production costs			13,520
Conway extract and ready-to-drink facility scale up operating costs			10,935
Mark-to-market adjustments			(3,514)
(Gain) loss on disposal of property, plant and equipment			7
Other			(459)
Loss before income taxes and equity in earnings from unconsolidated entities			\$ (50,830)
Total assets	1,027,048	130,429	1,157,477

- (1) Excludes \$6.5 million of intersegment revenues that represent sales of green coffee from our SS&T segment to our Beverage Solutions segment.

Significant segment expense for our reportable segments is presented below for the periods indicated:

(Thousands)	Three Months Ended June 30, 2026	
	Beverage Solutions	Sustainable Sourcing & Traceability
Net Sales	\$ 243,870	\$ 61,788
Less:		
Costs of sales	196,263	56,511
Employee related ⁽¹⁾	13,248	2,151
Information technology	1,747	n/a
Advertising & marketing	601	n/a
Professional fees	2,719	n/a
Corporate insurance	1,650	n/a
Freight	2,633	n/a
Other segment expense ⁽²⁾	2,842	1,167
Segment Adjusted EBITDA	\$ 22,167	\$ 1,959

- (1) Employee related costs are costs reported within selling, general and administrative expense in our Condensed Consolidated Statements of Operations, and include employee salaries, related taxes and benefits, short-term cash incentive compensation and travel and entertainment expenses.
- (2) Other segment expense includes equipment and real estate rent, equipment parts, supplies and service expenses and other overhead expenses.

(Thousands)	Three Months Ended June 30, 2025	
	Beverage Solutions	Sustainable Sourcing & Traceability
Net Sales	\$ 208,814	\$ 72,045
Less:		
Costs of sales	163,565	66,378
Employee related ⁽¹⁾	14,082	1,909
Information technology	1,675	n/a
Advertising & marketing	737	n/a
Professional fees	2,429	n/a
Corporate insurance	1,338	n/a
Freight	2,992	n/a
Other segment expense ⁽²⁾	2,326	443
Segment Adjusted EBITDA	\$ 19,670	\$ 3,315

- (1) Employee related costs are costs reported within selling, general and administrative expense in our Condensed Consolidated Statements of Operations, and include employee salaries, related taxes and benefits, short-term cash incentive compensation and travel and entertainment expenses.
- (2) Other segment expense includes equipment and real estate rent, equipment parts, supplies and service expenses and other overhead expenses.

	Six Months Ended June 30, 2026	
	Beverage Solutions	Sustainable Sourcing & Traceability
(Thousands)		
Net Sales	\$ 483,192	\$ 131,291
Less:		
Costs of sales	386,659	120,292
Employee related ⁽¹⁾	27,901	4,305
Information technology	3,518	n/a
Advertising & marketing	1,087	n/a
Professional fees	5,095	n/a
Corporate insurance	3,278	n/a
Freight	5,052	n/a
Other segment expense ⁽²⁾	5,161	(1,725)
Segment Adjusted EBITDA	\$ 45,441	\$ 8,419

- (1) Employee related costs are costs reported within selling, general and administrative expense in our Condensed Consolidated Statements of Operations, and include employee salaries, related taxes and benefits, short-term cash incentive compensation and travel and entertainment expenses.
- (2) Other segment expense includes equipment and real estate rent, equipment parts, supplies and service expenses and other overhead expenses.

	Six Months Ended June 30, 2025	
	Beverage Solutions	Sustainable Sourcing & Traceability
(Thousands)		
Net Sales	\$ 372,893	\$ 121,762
Less:		
Costs of sales	295,005	111,804
Employee related ⁽¹⁾	25,888	3,698
Information technology	3,710	n/a
Advertising & marketing	1,453	n/a
Professional fees	4,522	n/a
Corporate insurance	2,933	n/a
Freight	6,000	n/a
Other segment expense ⁽²⁾	4,129	1,017
Segment Adjusted EBITDA	\$ 29,253	\$ 5,243

- (1) Employee related costs are costs reported within selling, general and administrative expense in our Condensed Consolidated Statements of Operations, and include employee salaries, related taxes and benefits, short-term cash incentive compensation and travel and entertainment expenses.
- (2) Other segment expense includes equipment and real estate rent, equipment parts, supplies and service expenses and other overhead expenses.

Note 18. Commitments and Contingencies

On November 27, 2024, Dairy Farmers of America, Inc. (“DFA”) filed a complaint against the Company and certain current and former employees of the Company in the United States District Court for the Western District of Missouri, which alleged trade secret misappropriation in violation of the Defend Trade Secrets Act and the Missouri Trade Secrets Act and civil conspiracy against the Company. DFA seeks money damages, interest, attorneys’ fees, costs, expenses, and injunctive relief from all defendants. On February 24, 2025, DFA filed an amended complaint, asserting the same causes of action against the Company and adding an individual defendant. On July 1, 2025, the United States District

Court for the Western District of Missouri granted the Company's motion to transfer the case to the United States District Court for the Eastern District of Arkansas, Case No. 4:25-cv-00662-JM. On July 14, 2025, DFA filed a second amended complaint, adding Westrock Beverage Company, LLC as a defendant, withdrawing the claim for civil conspiracy, and adding a claim seeking to pierce the corporate veil between the Company and Westrock Beverage Company, LLC. The Company and Westrock Beverage Company, LLC filed an answer on July 28, 2025, denying the allegations contained in DFA's complaint, and also filed a motion to dismiss the veil-piercing claim. On October 28, 2025, the Court granted the motion to dismiss the veil-piercing claim.

Discovery has commenced, and the case has been set for trial on February 22, 2027. The Company intends to defend this matter vigorously and seek all recourse available to it, and, because it is still in its preliminary stages, we have not yet determined what effect this lawsuit will have, if any, on our financial position or results of operations.

We are subject to various other claims and legal proceedings with respect to matters such as governmental regulations, and other actions arising out of the normal course of business. Management believes that the resolution of these matters will not have a material adverse effect on our financial position, results of operations, or cash flow.

We have future purchase obligations of \$292.3 million as of June 30, 2026 that consist of commitments for the purchase of inventory over the next 12 months. These obligations represent the minimum contractual obligations expected under the normal course of business.

At June 30, 2026, we had a right or obligation to repurchase \$3.5 million of inventory associated with Repo Transactions, for which the liability is recorded within accrued expenses and other current liabilities on the Company's Condensed Consolidated Balance Sheets.

Note 19. Related Party Transactions

In February 2024, the Company sold and issued the 2029 Convertible Notes (see Note 10) to Westrock Group, LLC (an affiliate of Scott Ford, the Company's Chief Executive Officer and a member of the board of directors of the Company, "Westrock Group"), Wooster Capital, LLC (an affiliate of Joe Ford, chairman of the board of directors), A. Wellford Tabor, a member of the board of directors of the Company, and HF Direct Investments Pool, LLC (a holder of more than 10% of the outstanding Common Shares), each a related party.

In November 2025, the Company sold and issued the 2031 Convertible Notes (see Note 10) to HF Direct Investments Pool, LLC (a holder of more than 10% of the outstanding Common Shares), Jeffrey H. Fox Revocable Trust (an affiliate of Jeffrey H. Fox, a member of the board of directors of the Company), and A. Wellford Tabor, a member of the board of directors of the Company, each a related party.

The Condensed Consolidated Financial Statements reflect the following transactions with related parties:

(Thousands)	June 30, 2026	December 31, 2025
Accrued expenses and other current liabilities		
Westrock Group	\$ 375	\$ 383
Wooster Capital	94	96
HF Direct Investments Pool, LLC	657	558
Jeffrey H. Fox Revocable Trust	28	12
A. Wellford Tabor	75	54
Total	\$ 1,229	\$ 1,103

(Thousands)	June 30, 2026	December 31, 2025
Convertible notes payable - related party, net:		
Westrock Group	\$ 20,000	\$ 20,000
Wooster Capital	5,000	5,000
HF Direct Investments Pool, LLC	35,000	35,000
Jeffrey H. Fox Revocable Trust	1,500	1,500
A. Wellford Tabor	4,000	4,000
Total	65,500	65,500
Unamortized debt costs	(661)	(746)
Total	\$ 64,839	\$ 64,754

(Thousands)	Six Months Ended June 30,	
	2026	2025
Interest expense:		
Westrock Group	\$ 503	\$ 503
Wooster Capital	126	126
HF Direct Investments Pool, LLC	880	628
Jeffrey H. Fox Revocable Trust	38	—
A. Wellford Tabor	101	50
Total	\$ 1,648	\$ 1,307

In addition, the Company reimburses Westrock Group for the usage of a corporate aircraft, and its portion of shared administrative expenses. For the three and six months ended June 30, 2026, the Company recognized expenses of \$0.4 million and \$0.5 million, respectively, for such items, which are recorded in selling, general and administrative expenses in our Condensed Consolidated Statements of Operations. For the three and six months ended June 30, 2025, the Company recognized expenses of \$0.2 million and \$0.2 million, respectively, for such items. At June 30, 2026 and December 31, 2025, we had \$0.1 million payable and \$0.1 million payable to Westrock Group, respectively, related to such items.

During the three and six months ended June 30, 2026, Falcon purchased \$0.1 million and \$9.4 million of green coffee from the Rwandan JV, in which the Company has a 49.9% interest. For the three and six months ended June 30, 2025, Falcon purchased \$0.3 million of green coffee from the Rwandan JV. At June 30, 2026 and December 31, 2025, the Condensed Consolidated Balance Sheet included \$1.2 million and \$4.8 million in inventory that was purchased from the Rwandan JV, respectively. At June 30, 2026 and December 31, 2025, Falcon had \$0.3 million and \$1.2 million payable to the Rwandan JV, respectively.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following Management's Discussion and Analysis of Financial Condition and Results of Operations describes the principal factors affecting the results of operations, financial condition, and changes in financial condition for the three and six months ended June 30, 2026. This discussion should be read in conjunction with the accompanying Condensed Consolidated Financial Statements, and the notes thereto set forth in Part I, Item 1 of this Quarterly Report on Form 10-Q and our December 31, 2025 Audited Consolidated Financial Statements and notes thereto included in our Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission ("SEC") on March 10, 2026.

Overview

Westrock Coffee Company, a Delaware corporation (the "Company," "Westrock," "we," "us," or "our"), is an integrated beverage solutions platform serving the world's largest brands across packaged coffee, tea, ready-to-drink coffee, energy, and functional beverage categories. With our global manufacturing and sourcing footprint, the Company formulates, manufactures, and packages beverages in cans, glass, multi-serve bottles, single-serve capsules, bulk extract, and concentrates, backed by a digitally traceable supply chain. With operations spanning 10 countries, Westrock partners with brands across retail, foodservice, convenience, consumer packaged goods ("CPG"), and hospitality to bring beverage programs to market at scale.

Our platform is built upon four fundamental pillars that enable us to positively impact the coffee, tea, flavors, extracts, and ingredients ecosystems from crop to cup: (i) we operate a transparent supply chain, (ii) we develop innovative beverage solutions tailored to our customers' specific needs, (iii) we deliver a high quality and comprehensive set of products to our customers, and (iv) we leverage our scaled international presence to serve our blue-chip customer base. These four tenets comprise the backbone of our platform and position us as a leading provider of value-added beverage solutions. By partnering with Westrock, our customers also benefit from the benchmark-setting responsible sourcing policies and strong environmental, social, and governance focus surrounding our products, top tier consumer insights, and a differentiated product ideation process. Leading brands choose us because we are singularly positioned to meet their needs, while simultaneously driving a new standard for sustainably and responsibly sourced products.

We operate our business in two segments: Beverage Solutions and Sustainable Sourcing & Traceability ("SS&T").

Beverage Solutions: Through this segment, we combine our product innovation and customer insights to provide value-added beverage solutions, including coffee, tea, flavors, extracts, and ingredients. We provide products in a variety of packaging, including branded and private label coffee in bags, fractional packs, single serve cups, multi-serve bottles and ready-to-drink bottles and cans, as well as extract solutions to be used in products such as cold brew and ready-to-drink offerings. Currently, we serve customers in the United States, Europe, and Asia through the retail, food service and restaurant, convenience store and travel center, non-commercial account, CPG and hospitality industries.

Sustainable Sourcing & Traceability: Through this segment, we utilize our proprietary technology and digitally traceable supply chain to directly impact and improve the lives of our farming partners, provide tangible economic empowerment and emphasize environmental accountability and farmer literacy. Revenues primarily consist of sales from commodity contracts related to forward sales of green coffee.

Significant Developments

Credit Agreement Amendments

On June 30, 2026, the Company entered into Amendment No. 6 (the "Sixth Amendment") to its Credit Agreement, as defined in the section titled *Liquidity and Capital Resources* below. The Sixth Amendment extends the maturity date of approximately \$360.7 million of the loans and commitments under our credit facilities from August 29, 2027 to November 29, 2028 and makes certain restricted payments subject to the secured net leverage ratio being no greater than 3.75x and liquidity being no less than \$25.0 million, in each case on a pro forma basis. Approximately \$25.8 million of the loans and commitments under our credit facilities will continue to mature on August 29, 2027. In connection with the Sixth Amendment, Texas Capital Bank has also become a lender.

In addition, on June 30, 2026, the Borrower elected to terminate the Covenant Relief Period, as defined in the section titled *Liquidity and Capital Resources* below, under the Credit Agreement prior to its scheduled expiration on October 1, 2026. As a result, the applicable margin on any loans will decrease, certain restrictions limited to the covenant relief period will no longer apply, and the maximum permitted secured net leverage ratio under the secured net leverage ratio financial covenant decreased from 5.00x to 4.00x for the test period ended June 30, 2026, and from 4.50x to 4.00x for the test period ending September 30, 2026. As of the date of this Quarterly Report on Form 10-Q, the Company was in compliance with its financial covenants.

Results of Operations

Comparison of the Three Months Ended June 30, 2026 and 2025

The following table sets forth our results of operations expressed as dollars and as a percentage of total revenues for the periods indicated:

(Dollars in Thousands)	Three Months Ended June 30, 2026	% of Revenues	Three Months Ended June 30, 2025	% of Revenues
Net sales	\$ 305,658	100.0 %	\$ 280,859	100.0 %
Costs of sales	267,910	87.7 %	239,464	85.3 %
Gross profit	37,748	12.3 %	41,395	14.7 %
Selling, general and administrative expense	35,973	11.8 %	53,931	19.2 %
Transaction, restructuring and integration expense	3,168	1.0 %	2,477	0.9 %
Loss (gain) on disposal of property, plant and equipment	(43)	(0.0)%	—	0.0 %
Total operating expenses	39,098	12.8 %	56,408	20.1 %
Income (loss) from operations	(1,350)	(0.4)%	(15,013)	(5.3)%
Other (income) expense				
Interest expense	12,990	4.2 %	13,119	4.7 %
Other, net	(117)	(0.0)%	(2,692)	(1.0)%
Loss before income taxes and equity in earnings from unconsolidated entities	(14,223)	(4.7)%	(25,440)	(9.1)%
Income tax expense (benefit)	(400)	(0.1)%	(370)	(0.1)%
Equity in (earnings) loss from unconsolidated entities	(166)	(0.1)%	(3,507)	(1.2)%
Net loss	\$ (13,657)	(4.5)%	\$ (21,563)	(7.7)%
Amortization of Series A Convertible Preferred Shares	87	0.0 %	86	0.0 %
Net loss attributable to common shareholders	\$ (13,570)	(4.4)%	\$ (21,477)	(7.6)%

Net Sales

(Thousands)	Three Months Ended June 30,	
	2026	2025
Beverage Solutions	\$ 243,870	\$ 208,814
Sustainable Sourcing & Traceability ⁽¹⁾	61,788	72,045
Total net sales	\$ 305,658	\$ 280,859

(1) Net of intersegment revenues.

Net Sales from our Beverage Solutions segment were \$243.9 million for the three months ended June 30, 2026, increasing 16.8% compared to \$208.8 million for the three months ended June 30, 2025. The increase was primarily due to a \$28.1 million increase in the sale of flavors, extracts & ingredients products driven by a 66.6% increase in can volumes and the ramp up of glass bottle production during 2026. In addition, sales of coffee and tea products grew \$7.4 million.

Net Sales from our SS&T segment, net of intersegment revenues, were \$61.8 million for the three months ended June 30, 2026, decreasing 14.2% compared to \$72.0 million for the three months ended June 30, 2025, driven primarily by a decrease in sales volume of 10.8%.

Costs of Sales

(Thousands)	Three Months Ended June 30,	
	2026	2025
Beverage Solutions	\$ 210,833	\$ 174,528
Sustainable Sourcing & Traceability	57,077	64,936
Total costs of sales	\$ 267,910	\$ 239,464

In our Beverage Solutions segment, costs of sales increased \$36.3 million to \$210.8 million for the three months ended June 30, 2026, compared to the three months ended June 30, 2025. The increase in costs of sales was primarily driven by an increase in sales volumes for the three months ended June 30, 2026, compared to the three months ended June 30, 2025.

In our SS&T segment, costs of sales decreased \$7.9 million to \$57.1 million for the three months ended June 30, 2026, compared to the three months ended June 30, 2025. This decrease is primarily due to a decrease in green coffee sales volume. Costs of sales in our SS&T segment for the three months ended June 30, 2026 included \$0.6 million of net unrealized losses on forward sales and purchase contracts and mark-to-market adjustments on green coffee inventory compared to \$1.4 million of net unrealized gains for the three months ended June 30, 2025.

Selling, General and Administrative Expense

(Dollars in Thousands)	Three Months Ended June 30,			
	2026		2025	
	Amount	% of Segment Revenues	Amount	% of Segment Revenues
Beverage Solutions	\$ 32,890	13.5 %	\$ 51,661	24.7 %
Sustainable Sourcing & Traceability	3,083	5.0 %	2,270	3.2 %
Total selling, general and administrative expense	\$ 35,973	11.8 %	\$ 53,931	19.2 %

Total selling, general and administrative expenses in our Beverage Solutions segment decreased \$18.8 million to \$32.9 million for the three months ended June 30, 2026, compared to the three months ended June 30, 2025. The decrease is primarily due to a \$13.8 million decrease in start-up costs associated with our Conway, Arkansas extract and ready-to-drink manufacturing facility (the "Conway Facility") and a \$2.9 million decrease in equity-based compensation expense. In our SS&T segment, selling, general and administrative costs increased \$0.8 million for the three months ended June

30, 2026, primarily due to a \$0.5 million increase in general and administrative expenses and a \$0.2 million increase in personnel-related costs compared to the three months ended June 30, 2025.

Transaction, Restructuring and Integration Expense

Transaction, restructuring and integration expense for the three months ended June 30, 2026 was \$3.2 million, approximately \$1.3 million of which related to non-capitalizable costs associated with the Sixth Amendment. During the three months ended June 30, 2025, we incurred \$2.5 million of transaction, restructuring and integration expenses, approximately \$1.9 million of which related to severance costs and \$0.4 million of which related to fees related to the establishment of our accounts receivable factoring agreement.

Interest Expense

Interest expense for the three months ended June 30, 2026 was \$13.0 million compared to \$13.1 million for the three months ended June 30, 2025.

(Thousands)	Three Months Ended June 30,	
	2026	2025
Interest expense		
Cash:		
Term loan and delayed draw term loan facilities	\$ 3,523	\$ 4,176
Revolving credit facility	2,901	3,531
Convertible notes payable	411	278
Convertible notes payable - related party	878	632
Supply chain finance program	1,851	2,062
International trade finance lines	1,176	1,421
International notes payable	216	168
Other	694	391
Total cash interest	11,650	12,659
Non-cash:		
Amortization of deferred financing costs	1,340	862
Capitalized interest	—	(402)
Total non-cash interest	1,340	460
Total interest expense	\$ 12,990	\$ 13,119

Income Tax Expense (Benefit)

Income tax benefit for the three months ended June 30, 2026 was \$0.4 million, resulting in an effective tax rate of 2.8%. The effective tax rate for the current period differs from the federal statutory rate primarily due to the effect of cross-border tax laws (specifically, net CFC tested income) and an increase in the valuation allowance against domestic deferred tax assets. Income tax benefit for the three months ended June 30, 2025 was \$0.4 million, resulting in an effective tax rate of 1.7%.

Comparison of the Six Months Ended June 30, 2026 and 2025

The following table sets forth our results of operations expressed as dollars and as a percentage of total revenues for the periods indicated:

(Dollars in Thousands)	Six Months Ended June 30, 2026	% of Revenues	Six Months Ended June 30, 2025	% of Revenues
Net Sales	\$ 614,483	100.0 %	\$ 494,655	100.0 %
Costs of sales	530,967	86.4 %	424,187	85.8 %
Gross profit	83,516	13.6 %	70,468	14.2 %
Selling, general and administrative expense	73,819	12.0 %	94,275	19.1 %
Transaction, restructuring and integration expense	6,836	1.1 %	4,268	0.9 %
Impairment charges	—	0.0 %	—	0.0 %
Loss (gain) on disposal of property, plant and equipment	1,053	0.2 %	7	0.0 %
Total operating expenses	81,708	13.3 %	98,550	19.9 %
Income (loss) from operations	1,808	0.3 %	(28,082)	(5.7)%
Other (income) expense				
Interest expense	26,517	4.3 %	25,718	5.2 %
Change in fair value of warrant liabilities	—	0.0 %	—	0.0 %
Other, net	(606)	(0.1)%	(2,970)	(0.6)%
Loss before income taxes and equity in earnings from unconsolidated entities	(24,103)	(3.9)%	(50,830)	(10.3)%
Income tax expense (benefit)	1,564	0.3 %	1,458	0.3 %
Equity in (earnings) loss from unconsolidated entities	(3,477)	(0.6)%	(3,507)	(0.7)%
Net loss	\$ (22,190)	(3.6)%	\$ (48,781)	(9.9)%
Amortization of Series A Convertible Preferred Shares	173	0.0 %	172	0.0 %
Net loss attributable to common shareholders	\$ (22,017)	(3.6)%	\$ (48,609)	(9.8)%

Net Sales

(Thousands)	Six Months Ended June 30,	
	2026	2025
Beverage Solutions	\$ 483,192	\$ 372,893
Sustainable Sourcing & Traceability ⁽¹⁾	131,291	121,762
Total net sales	\$ 614,483	\$ 494,655

(1) Net of intersegment revenues.

Net Sales from our Beverage Solutions segment were \$483.2 million for the six months ended June 30, 2026, increasing 29.6% compared to \$372.9 million for the six months ended June 30, 2025. The increase was primarily due to a \$63.2 million increase in the sale of coffee and tea products, driven by a 11.6% increase in single serve cup volumes and the year over year increases in coffee commodity prices and tariffs, both of which are passed through to our customers. In addition, sales of flavors, extracts & ingredients products increased \$47.4 million, driven by a 183.4% increase in can volumes and the ramp up of glass bottle production.

Net Sales from our SS&T segment, net of intersegment revenues, were \$131.3 million for the six months ended June 30, 2026, increasing 7.8% compared to \$121.8 million for the six months ended June 30, 2025. The increase was primarily driven by an increase in the average sales price per pound, which increased 3.2% for the six months ended June 30, 2026, compared to the six months ended June 30, 2025. The increase in the average sales price per pound is directly correlated to global commodities prices and the impact of tariffs.

Costs of Sales

(Thousands)	Six Months Ended June 30,	
	2026	2025
Beverage Solutions	\$ 415,191	\$ 315,898
Sustainable Sourcing & Traceability	115,776	108,289
Total costs of sales	\$ 530,967	\$ 424,187

In our Beverage Solutions segment, costs of sales increased to \$415.2 million for the six months ended June 30, 2026, from \$315.9 million for the six months ended June 30, 2025. The increase in costs of sales was primarily driven by an increase in sales volumes, and the year over year increases in coffee commodity prices and tariffs for the six months ended June 30, 2026 compared to the six months ended June 30, 2025.

In our SS&T segment, costs of sales increased \$7.5 million to \$115.8 million for the six months ended June 30, 2026 compared to the six months ended June 30, 2025. This increase is primarily due to an increase in coffee commodity prices and the impact of tariffs.

Selling, General and Administrative Expense

(Dollars in Thousands)	Six Months Ended June 30,			
	2026		2025	
	Amount	% of Segment Revenues	Amount	% of Segment Revenues
Beverage Solutions	\$ 67,832	14.0 %	\$ 89,283	23.9 %
Sustainable Sourcing & Traceability	5,987	4.6 %	4,992	4.1 %
Total selling, general and administrative expense	\$ 73,819	12.0 %	\$ 94,275	19.1 %

Total selling, general and administrative expenses in our Beverage Solutions segment decreased \$21.5 million to \$67.8 million for the six months ended June 30, 2026, compared to the six months ended June 30, 2025. The decrease is primarily due to a \$17.5 million decrease in start-up costs associated with the Conway Facility and a \$4.3 million decrease in equity-based compensation. In our SS&T segment, selling, general and administrative costs increased \$1.0 million for the six months ended June 30, 2026, primarily due to a \$0.5 million increase in personnel-related costs and a \$0.5 million increase in general and administrative expenses compared to the six months ended June 30, 2025.

Transaction, Restructuring and Integration Expense

Transaction, restructuring and integration expense for the six months ended June 30, 2026 was \$6.8 million, approximately \$3.7 million of which related to severance and other employee termination and benefit costs associated with the elimination of various positions as part of cost reduction objectives, and \$1.3 million of which related to non-capitalizable costs associated with the Sixth Amendment. During the six months ended June 30, 2025, we incurred \$4.3 million of transaction, restructuring and integration expenses, approximately \$2.4 million of which related to severance and other employee termination and benefit costs associated with the elimination of various positions as part of cost reduction objectives, \$0.8 million of plant closure costs and \$0.4 million of which related to fees related to the establishment of our accounts receivable factoring agreement.

Interest Expense

(Thousands)	Six Months Ended June 30,	
	2026	2025
Interest expense		
Cash:		
Term loan and delayed draw term loan facilities	\$ 7,343	\$ 7,809
Revolving credit facility	6,021	7,117
Convertible notes payable	918	553
Convertible notes payable - related party	1,647	1,257
Supply chain finance program	3,694	4,056
International trade finance lines	2,645	2,756
International notes payable	319	345
Other	1,274	564
Total cash interest	23,861	24,457
Non-cash:		
Amortization of deferred financing costs	2,656	1,892
Capitalized interest	—	(631)
Total non-cash interest	2,656	1,261
Total interest expense	\$ 26,517	\$ 25,718

Income Tax Expense (Benefit)

Income tax expense for the six months ended June 30, 2026 was \$1.6 million, resulting in an effective tax rate of (7.6)%. The effective tax rate for the current period differs from the federal statutory rate primarily due to an increase in the valuation allowance against domestic deferred tax assets. Income tax expense for the six months ended June 30, 2025 was \$1.5 million, resulting in an effective tax rate of (3.1)%.

Critical Accounting Estimates

We make certain judgments and use certain estimates and assumptions when applying accounting principles in the preparation of our financial statements. The nature of those estimates and assumptions are material due to the levels of subjectivity and judgment necessary to account for highly uncertain factors or the susceptibility of such factors to change.

We believe the current assumptions and other considerations used to estimate amounts reflected in our financial statements are appropriate. However, if actual experience differs from the assumptions and other considerations used in estimating amounts reflected in our financial statements, the resulting changes could have a material adverse effect on our results of operations and, in certain situations, could have a material adverse effect on our financial condition.

For further information on our critical accounting estimates, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the notes to our audited financial statements included in our Annual Report on Form 10-K filed with the SEC on March 10, 2026. As of June 30, 2026, there have been no material changes to these estimates.

Key Business Metrics

We use Consolidated Adjusted EBITDA to evaluate our performance, identify trends, formulate financial projections, and to make strategic decisions.

Consolidated Adjusted EBITDA

We refer to EBITDA and Consolidated Adjusted EBITDA in our analysis of our results of operations, which are not required by, or presented in accordance with, accounting principles generally accepted in the United States (“GAAP”). While we believe that net (loss) income, as defined by GAAP, is the most appropriate earnings measure, we also believe

that EBITDA and Consolidated Adjusted EBITDA are important non-GAAP supplemental measures of operating performance as they contribute to a meaningful evaluation of the Company's future operating performance and comparisons to the Company's past operating performance. The Company believes that providing these non-GAAP financial measures helps investors evaluate the Company's operating performance, profitability and business trends in a way that is consistent with how management evaluates such performance.

We define "EBITDA" as net (loss) income, as defined by GAAP, before interest expense, provision for income taxes and depreciation and amortization. We define "Consolidated Adjusted EBITDA" as EBITDA before equity-based compensation expense and the impact, which may be recurring in nature, of transaction, restructuring and integration related costs, impairment charges, changes in the fair value of warrant liabilities, non-cash mark-to-market adjustments, certain non-capitalizable costs necessary to place the Conway Facility into commercial production, the write off of unamortized deferred financing costs, costs incurred as a result of the early repayment of debt, gains or losses on dispositions, and other similar or infrequent items (although we may not have had such charges in the periods presented). We believe EBITDA and Consolidated Adjusted EBITDA are important supplemental measures to net (loss) income because they provide additional information to evaluate our operating performance on an unleveraged basis.

Since EBITDA and Consolidated Adjusted EBITDA are not measures calculated in accordance with GAAP, they should be viewed in addition to, and not be considered as alternatives for, net (loss) income determined in accordance with GAAP. Further, our computations of EBITDA and Consolidated Adjusted EBITDA may not be comparable to that reported by other companies that define EBITDA and Consolidated Adjusted EBITDA differently than we do.

The reconciliation of our net (loss) income to EBITDA and Consolidated Adjusted EBITDA for the three and six months ended June 30, 2026 and 2025 is as follows:

(Thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net loss	\$ (13,657)	\$ (21,563)	\$ (22,190)	\$ (48,781)
Interest expense	12,990	13,119	26,517	25,718
Income tax expense (benefit)	(400)	(370)	1,564	1,458
Depreciation and amortization	17,104	15,016	33,668	26,771
EBITDA	16,037	6,202	39,559	5,166
Transaction, restructuring and integration expense	3,168	2,477	6,836	4,268
Equity-based compensation	1,565	4,750	3,296	8,080
Conway extract and ready-to-drink facility pre-production costs	49	9,072	327	13,520
Mark-to-market adjustments	565	(1,441)	(4,517)	(3,514)
Loss on disposal of property, plant and equipment	(43)	—	1,053	7
Other	(44)	(5,722)	711	(3,966)
Consolidated Adjusted EBITDA	\$ 21,297	\$ 15,338	\$ 47,265	\$ 23,561

Liquidity and Capital Resources

Our principal liquidity needs are to fund operating expenses, meet debt service obligations, and fund investment activities, which include capital expenditures. Our primary sources of liquidity and capital resources are cash on hand, cash provided by operating activities, and available borrowings under our Credit Agreement (as defined herein).

Our ability to generate cash provided by operating activities is dependent on several factors, including our ability to generate net sales and manage costs in line with our expectations. Failure to meet our financial targets, including any adverse impact from changes or further delays in the estimated timing and volume of products to be commercialized in our Conway Facility, may restrict our liquidity and capital resources and our ability to maintain compliance with our financial covenants and may require us to modify, delay, or abandon some of our planned future expansion or development, or to otherwise enact operating cost reductions, which could have a material adverse effect on our business, operating results, financial condition, covenant compliance and ability to achieve our intended business objectives.

Green coffee, which is our primary raw material, is an exchange traded agricultural commodity that is subject to price fluctuations, the reasons for which are outside of the control of the Company. In recent years, market prices for green coffee have been elevated relative to historical prices, at times exceeding \$4.00 per pound of green coffee for sustained periods of time, and continue to fluctuate. Elevated market prices impact the entire supply chain, as exporters, traders, suppliers, and roasters require increased working capital to fund rising green coffee costs, and without having access to sufficient working capital, supply chain disruptions may emerge.

In addition, our liquidity may be negatively impacted by enacted and/or proposed tariffs and trading restrictions that, absent an exemption, would be applied to imported equipment, commodities and packaging materials. In February 2026, the U.S. Supreme Court ruled that tariffs imposed by executive order under the International Emergency Economic Powers Act exceeded U.S. Presidential authority. Subsequently, the Court of International Trade ordered U.S. Customs and Border Patrol to develop a framework for refunding such tariffs. Following the Supreme Court ruling, the President implemented a temporary worldwide baseline tariff of 10% under Section 122 of the Trade Act of 1974 (the “Trade Act”). These tariffs are time limited and set to expire in early fiscal 2027 if they are not extended by act of Congress. In March 2026, the US Trade Representative launched two investigations under Section 301 of the Trade Act into numerous trading partners which may build the legal foundation to impose or expand tariffs for those countries. The ultimate impact of tariffs may be difficult to predict as their amount and duration are uncertain, making our planning process more difficult. The threat of tariffs may also have adverse implications to our business and the business of our suppliers and customers. We typically are not the importers of record for commodities, other materials or capital equipment that we procured from non-U.S. sources. It is uncertain when or if any eventual tariff refunds our vendors

receive may be passed onto us. Due to the uncertainty of any future refund, we have not yet recorded a receivable for these tariffs paid. We are monitoring ongoing developments with respect to the refund process and have taken and intend to take appropriate steps to file a refund claim during the fourth quarter of fiscal 2026.

We cannot predict what additional actions might be considered or implemented by the U.S. or its trade partners, particularly in the current geopolitical environment. The uncertainty could also cause disturbances in ocean shipping capacity that could affect our ability to secure ocean freight containers for our products, and create inflationary effects on our costs, in addition to the direct impact of tariffs. A persistent increase in coffee costs or tariff-impacted equipment or material costs, could adversely affect consumer demand as producers attempt to pass higher costs down the supply chain.

Where possible, we will seek to recover tariff- and inflation-impacted costs by passing these costs onto our customers through periodic pricing increases. However, our pricing increases often lag our cost increases, including increases in commodity costs. A prolonged increase in “C” market prices and/or tariff-impacted costs combined with the near-term costs associated with continuing to commercialize the Conway Facility, may require us to evaluate our allocation of working capital, and if we are not able to effectively manage our working capital, or do not have access to sufficient working capital to meet our purchasing needs for green coffee, other commodity inputs, ingredients or supplies (such as materials used in our packaging), we may need to access the debt or equity capital markets, and there is no assurance that we will be able to do so on terms that are favorable to the Company or at all. In addition, we may be required to modify, delay, or abandon some of our planned future expansion or development, or to otherwise enact operating cost reductions, which could have a material adverse effect on our business, operating results, financial condition, covenant compliance and ability to achieve our intended business objectives.

Credit Agreement

The Company is party to a credit agreement (as amended, modified or supplemented, the “Credit Agreement”) among the Company, Westrock Beverage Solutions, LLC, as the borrower (the “Borrower”), Wells Fargo Bank, N.A., as administrative agent, collateral agent, and swingline lender, Wells Fargo Securities, LLC, as sustainability structuring agent, and each issuing bank and lender party thereto. The Credit Agreement includes (a) a senior secured first lien revolving credit facility in an aggregate principal amount of \$200.0 million (the “Revolving Credit Facility”), (b) a senior secured first lien term loan facility in an aggregate principal amount of \$175.0 million (the “Term Loan Facility”) and (c) incremental term loan commitments in the form of a senior secured delayed draw term loan credit facility (the “Delayed Draw Term Loan Facility”) in the aggregate principal amount of \$50.0 million. All obligations under the Credit Agreement are guaranteed by the Company and each of the Borrower’s domestic subsidiaries, which comprise our Beverage Solutions segment, and are secured by substantially all of the Company’s assets.

Borrowings under the Revolving Credit Facility, the Term Loan Facility and the Delayed Draw Term Loan Facility will bear interest, at the Borrower’s option, initially at an annual rate equal to (a) term SOFR plus a credit spread adjustment of 0.10% for loans with an interest period of one month, 0.15% for loans with an interest period of three months and 0.25% for loans with an interest period of six months, as applicable, (the “Adjusted Term SOFR”) or (b) the base rate (determined by reference to the greatest of (i) the rate of interest last quoted by The Wall Street Journal in the United States as the prime rate in effect, (ii) the NYFRB Rate from time to time plus 0.50% and (iii) the Adjusted Term SOFR for a one month interest period plus 1.00%, (the “Base Rate”)), in each case plus an applicable margin.

At June 30, 2026, we had \$165.0 million of outstanding borrowings under the Revolving Credit Facility, with a weighted average interest rate of 7.2%, and we had \$2.0 million of standby letters of credit outstanding. At June 30, 2026, the interest rate applicable to our Term Loan Facility was 7.2%, and the interest rate applicable to our Delayed Draw Term Loan Facility was 7.1%.

The Term Loan Facility and Delayed Draw Term Loan Facility require quarterly principal payments totaling approximately \$4.2 million (1.875% of the original principal balance), increasing to approximately \$5.6 million (2.5% of the original principal balance) on December 31, 2026, through the maturity date.

On January 15, 2025, the Company entered into an Incremental Assumption Agreement and Amendment No. 4 (the “Fourth Amendment”) to the Credit Agreement. The Fourth Amendment expanded the syndicate to include member

banks from the Farm Credit System and increased the amount of revolving facility commitments (the “Existing Revolving Facility Commitments”, and any loans thereunder, the “Existing Revolving Loans”) available to the Borrower under the Credit Agreement by \$25.0 million (the “Incremental Revolving Facility Commitments” and any loans thereunder, the “Incremental Revolving Loans”). The amount of revolving facility commitments available to the Borrower under the Credit Agreement, as amended, is \$200.0 million. The Incremental Revolving Facility Commitments and the Incremental Revolving Loans are subject to the same interest rates, commitment fees, maturity dates and other terms as the Existing Revolving Facility Commitments and the Existing Revolving Loans.

The Fourth Amendment also modified the secured net leverage ratio that the Company must comply with during the covenant relief period (the “Covenant Relief Period”), which commenced on June 30, 2023 in connection with Amendment No. 2 to the Credit Agreement, increasing the maximum secured net leverage ratio to (a) 6.00x for the test period ending June 30, 2025, (b) 5.50x for the test period ending September 30, 2025, and (c) 5.25x for the test period ending December 31, 2025. In addition, the Fourth Amendment provided that the minimum liquidity covenant will not apply after the Covenant Relief Period ends.

On November 4, 2025, the Company entered into Amendment No. 5 (the “Fifth Amendment”) to the Credit Agreement. The Fifth Amendment modified and extended the existing Covenant Relief Period, to end on the earlier to occur of (i) October 1, 2026 and (ii) any date following June 30, 2024, on which the Borrower elects to terminate the Covenant Relief Period subject to satisfaction of certain conditions.

During the Covenant Relief Period, the Borrower’s ability to incur additional indebtedness and make investments, restricted payments and junior debt restricted payments is more limited. The Fifth Amendment permitted the Borrower to issue convertible notes, including the 2031 Convertible Notes (as defined below).

The Fifth Amendment modified the secured net leverage ratio that the Company must comply with during the Covenant Relief Period to increase the maximum secured net leverage ratio to (a) 5.50x for the test period ending December 31, 2025, (b) 5.25x for the test period ending March 31, 2026, (c) 5.00x for the test period ending June 30, 2026, (d) 4.50x for the test period ending September 30, 2026 and (e) 4.00x for the test period ending December 31, 2026. In addition, the Fifth Amendment lowered the interest coverage ratio that the Company must comply with to permit the interest coverage ratio as of the last day of any test period to be less than (a) on and prior to December 31, 2025, 1.50x, (b) on January 1, 2026 and on or prior to September 30, 2026, 1.75x and (c) on October 1, 2026 and thereafter, 2.00x. The Credit Agreement also includes (i) a minimum liquidity covenant requiring the Borrower not to permit its liquidity, measured as of the last business day of each calendar month commencing March 29, 2024, to be less than \$15 million and (ii) an anti-cash hoarding covenant, which shall be effective only during the Covenant Relief Period, requiring the Borrower to have no more than \$20 million of unrestricted cash on the last day of each calendar month when revolving loans or letters of credit are outstanding or on the date of borrowing of a revolving loan. The minimum liquidity covenant will not apply after the Covenant Relief Period ends.

On June 30, 2026, the Company entered into Amendment No. 6 (the “Sixth Amendment”) to the Credit Agreement. The Sixth Amendment extends the maturity date of approximately \$360.7 million of the loans and commitments under its credit facilities from August 29, 2027 to November 29, 2028 and makes certain restricted payments subject to the secured net leverage ratio being no greater than 3.75x and liquidity being no less than \$25.0 million, in each case on a pro forma basis. Approximately \$25.8 million of the loans and commitments under its credit facilities will continue to mature on August 29, 2027. In connection with the Sixth Amendment, Texas Capital Bank has also become a lender.

In addition, on June 30, 2026, the Borrower elected to terminate the Covenant Relief Period under the Credit Agreement prior to its scheduled expiration on October 1, 2026. As a result, the applicable margin on any loans will decrease, certain restrictions limited to the covenant relief period will no longer apply, and the maximum permitted secured net leverage ratio under the secured net leverage ratio financial covenant decreased from 5.00x to 4.00x for the test period ended June 30, 2026, and from 4.50x to 4.00x for the test period ending September 30, 2026. As of the date of this Quarterly Report on Form 10-Q, the Company was in compliance with its financial covenants.

The Company believes that its secured net leverage under the Credit Agreement is important to the understanding of the Company's financial condition and liquidity. At June 30, 2026, the Company's secured net leverage ratio was 3.36:1.00, compared to a maximum allowable ratio of 4.00:1.00, with such calculation set forth below:

(Thousands, except leverage ratio)	Trailing Twelve-Months
Beverage Solutions Segment Adjusted EBITDA	\$ 84,669
Permissible credit agreement adjustments ⁽¹⁾	8,505
Trailing Twelve-Months Credit Agreement Adjusted EBITDA	\$ 93,174
End of period:	
Term loan facility	\$ 138,906
Delayed draw term loan facility	43,438
Revolving credit facility	165,000
Letters of credit outstanding	1,980
Secured debt	349,324
Beverage Solutions unrestricted cash and cash equivalents	(36,177)
Secured net debt	\$ 313,147
Beverage Solutions Credit Agreement secured net leverage ratio	3.36x

(1) Consists primarily of pro forma run-rate impact of cost savings initiatives, as permitted by the Credit Agreement.

A reconciliation of trailing twelve-months Beverage Solutions Adjusted EBITDA is as follows:

(Thousands)	
Year ended December 31, 2025	\$ 68,481
Six months ended June 30, 2026	45,441
Six months ended June 30, 2025	(29,253)
Trailing Twelve-Months Beverage Solutions Adjusted EBITDA	\$ 84,669

Convertible Notes

On February 15, 2024, the Company sold and issued in a private placement \$72.0 million in aggregate principal amount of 5.00% convertible senior notes due 2029 (the "2029 Convertible Notes"), of which \$52.0 million was from related parties (see Note 19). The 2029 Convertible Notes are unsecured, senior obligations of the Company and accrue interest at a rate of 5.00% per annum.

The 2029 Convertible Notes are carried at amortized cost and are recorded in long-term debt, net and convertible notes payable – related party, net on the Condensed Consolidated Balance Sheets. At June 30, 2026, the carrying value of the 2029 Convertible Notes was \$71.7 million, of which \$51.8 million was from related parties. We incurred a total of \$0.5 million of financing fees in connection with the 2029 Convertible Notes, which were ratably allocated to the convertible notes payable and the convertible notes payable – related party, respectively, and are being amortized into interest expense over the remaining term of the 2029 Convertible Notes utilizing the effective interest rate method.

Pursuant to the terms of the 2029 Convertible Notes, noteholders may convert their 2029 Convertible Notes at their option only in the following circumstances: (i) during the period commencing on August 15, 2024, and prior to the close of business on the trading day immediately preceding August 15, 2028, if the closing price for at least 20 trading days (whether or not consecutive) during the period of any 30 consecutive trading days in the immediately preceding calendar quarter is equal to or greater than 130% of the conversion price; (ii) during the period commencing on August 15, 2028, and prior to the close of business on the second scheduled trading day immediately preceding February 15, 2029, at any time; and (iii) during the 35 trading days following the effective date of certain fundamental change transactions that occur prior to the close of business on the trading day immediately preceding August 15, 2028.

The Company will settle conversions by paying or delivering, as applicable, at the Company's election, cash, common stock, par value \$0.01 per share ("Common Shares"), or a combination of cash and Common Shares. The Company may not issue more than 19.99% of the issued and outstanding Common Shares immediately prior to the issuance of the 2029 Convertible Notes in respect of the conversion of the 2029 Convertible Notes. The initial conversion price of the 2029 Convertible Notes is \$12.84, which corresponds to an initial conversion rate of approximately 77.88 Common Shares per \$1,000 principal amount of 2029 Convertible Notes. The conversion price and conversion rate are subject to customary adjustments.

On November 4, 2025, the Company sold and issued in a private placement \$30.0 million in aggregate principal amount of 5.00% convertible senior notes due 2031 (the "2031 Convertible Notes," together with the 2029 Convertible Notes, the "Convertible Notes"), of which \$13.5 million was from related parties (see Note 19). The 2031 Convertible Notes are unsecured, senior obligations of the Company and accrue interest at a rate of 5.00% per annum.

The 2031 Convertible Notes are carried at amortized cost and are recorded in long-term debt, net and convertible notes payable – related party, net on the Condensed Consolidated Balance Sheets. At June 30, 2026, the carrying value of the 2031 Convertible Notes was \$29.0 million, of which \$13.0 million was from related parties.

Pursuant to the terms of the 2031 Convertible Notes, noteholders may convert their 2031 Convertible Notes at their option only in the following circumstances: (i) during the period commencing on May 4, 2026, and prior to the close of business on the trading day immediately preceding August 15, 2030, if the closing price for at least 20 trading days (whether or not consecutive) during the period of any 30 consecutive trading days in the immediately preceding calendar quarter is equal to or greater than 130% of the conversion price; (ii) during the period commencing on August 15, 2030, and prior to the close of business on the second scheduled trading day immediately preceding February 15, 2031, at any time; and (iii) during the 35 trading days following the effective date of certain fundamental change transactions that occur prior to the close of business on the trading day immediately preceding August 15, 2030.

The Company will settle conversions by paying or delivering, as applicable, at the Company's election, cash, Common Shares or a combination of cash and Common Shares. The initial conversion price of the 2031 Convertible Notes is \$5.25, which corresponds to an initial conversion rate of approximately 190.48 Common Shares per \$1,000 principal amount of 2031 Convertible Notes. At this initial conversion price, the 2031 Convertible Notes are convertible into approximately 5.7 million Common Shares. The conversion price and conversion rate are subject to customary adjustments, provided that the Company may not issue more than 19.99% of the issued and outstanding Common Shares immediately prior to the issuance of the 2031 Convertible Notes in respect of the conversion of the 2031 Convertible Notes.

The Convertible Notes do not contain any financial or operating covenants or restrictions on the payments of dividends, the incurrence of indebtedness or the issuance or repurchase of securities by the Company or any of its subsidiaries. The Convertible Notes contain customary terms regarding events of default. If any event of default (other than certain events of bankruptcy, insolvency or reorganization involving the Company) occurs and is continuing, then each noteholder may, by written notice to the Company, declare the principal amount of, and all accrued and unpaid interest on, such noteholder's 2029 Convertible Notes and/or 2031 Convertible Notes to become due and payable immediately. If an event of default involving certain events of bankruptcy, insolvency or reorganization occurs, then the principal amount of, and all accrued and unpaid interest on, all of the 2029 Convertible Notes and/or 2031 Convertible Notes then outstanding will immediately become due and payable without any further action or notice by any person.

International Debt and Lending Facilities

During 2025, Falcon Coffees Limited ("Falcon"), our subsidiary, renewed its working capital trade finance facility with multiple institutions, increasing the facility size from \$75.0 million to \$85.0 million on March 7, 2025 and from \$85.0 million to \$102.5 million on July 23, 2025. Most recently, Falcon renewed its working capital trade finance facility with multiple institutions on March 5, 2026, increasing its facility size from \$102.5 million to \$110.0 million. The facility remains uncommitted and repayable on demand, with certain of Falcon's assets pledged as collateral against the facility. The facility will mature one year from inception. Borrowings under the facility bear interest at the borrower's option at a rate equal to (a) Term SOFR plus a margin of 4.00% plus a liquidity premium set by the lender at the time of

borrowing or (b) the base rate (determined by reference to the greatest of (i) the Prime Rate, as defined in the facility, at such time, (ii) one-half of 1.00% in excess of the Federal Funds Effective Rate, as defined in the facility, at such time, and (iii) Term SOFR for a one-month tenor in effect at such time plus 1.00%).

At June 30, 2026, there was \$55.8 million of outstanding borrowings under the facility, which is recorded in short-term debt in the Condensed Consolidated Balance Sheets. Falcon's facility contains certain restrictive financial covenants which require Falcon to maintain certain levels of working capital, debt, and net worth. Falcon was in compliance with these financial covenants as of June 30, 2026.

On December 16, 2025, Falcon amended its working capital trade finance facility with responsAbility Climate Smart Agriculture & Food Systems Fund. The amendment extended the maturity date on the then remaining outstanding balance of \$3.5 million to March 31, 2028, and requires stepped repayments of \$1.0 million during 2026, \$2.0 million during 2027 and \$0.5 million on March 31, 2028. On December 16, 2025, Falcon obtained an additional \$2.9 million loan with responsAbility Climate Smart Agriculture & Food Systems Fund. The facility will mature on December 31, 2028 and requires stepped repayments of \$2.9 million throughout 2028. Borrowings under the facility bear interest at the borrower's option at a rate equal to (a) (i) the most recent applicable Term SOFR for the longest period (for which Term SOFR is available) which is less than the applicable interest period of the loan or (ii) if no such Term SOFR is available for a period which is less than the applicable interest period, SOFR for the day which is two U.S. Government Securities Business Days, as defined in the facility, before the Quotation Day, as defined in the facility; or (b) the most recent applicable Term SOFR (as of the Quotation Day) for the shortest period (for which Term SOFR is available) which exceeds the applicable interest period of that loan, in each case plus the applicable margin.

At June 30, 2026, there was \$6.4 million of outstanding borrowings under the facility, of which \$4.9 million and \$1.5 million is recorded in long-term debt, net and current maturities of long-term debt, respectively, on the Condensed Consolidated Balance Sheets. Falcon's facility contains certain restrictive financial covenants which require Falcon to maintain certain levels of working capital, debt, and tangible net worth. Falcon was in compliance with these financial covenants as of June 30, 2026.

Supply Chain Finance Program

The Company is party to a supply chain finance program (the "Program") with a third-party financing provider to provide better working capital usage by deferring payments for certain raw materials of up to \$100.0 million. Under the Program, the financing provider remits payment to the Company's suppliers for approved invoices, and the Company repays the financing provider the amount of the approved invoices, plus a financing charge, on 180-day terms. The Program is uncommitted, and the financing provider may, at its sole discretion, cancel the Program at any time. The Company may request cancellation of the Program in whole or in respect of one or more approved suppliers. Due to the extension of payment terms beyond the original due date of approved invoices, obligations under the Program are recorded outside of accounts payable, within our supply chain finance program, on our Condensed Consolidated Balance Sheets. As of June 30, 2026, there were \$97.5 million obligations outstanding under the Program.

Receivables Purchase Agreement

On June 27, 2025, the Company entered into a receivable purchase agreement (the "Factoring Agreement") with a third-party financial institution (the "Factor") through which the Company may sell up to \$35.0 million of certain trade receivables on a nonrecourse basis to the Factor. Transactions under the Factoring Agreement qualify for true-sale treatment in accordance with Accounting Standards Codification ("ASC") 860, *Transfers and Servicing* ("ASC 860"), whereby receivables sold to the Factor are recorded as a reduction of accounts receivable in the Condensed Consolidated Balance Sheets. As a part of the Factoring Agreement, we perform certain collection and administrative functions for the receivables sold.

During the six months ended June 30, 2026, the Company received cash proceeds of \$152.4 million related to the sale of receivables under the Factoring Agreement, remitted approximately \$159.3 million of customer payments to the Factor, and incurred approximately \$0.8 million of fees associated with these sales, which are recorded within selling, general and administrative expense on the Condensed Consolidated Statements of Operations. At June 30, 2026, the Company

held \$5.8 million of customer payments that have yet to be remitted to the Factor, which is recorded within restricted cash on the Condensed Consolidated Balance Sheets.

Green Coffee Repurchase Program

The Company is party to a master commodity purchase and sale agreement (the “Commodity Program”) with a third-party financing provider whereby the Company may enter into commodities purchase and sales, including transactions in which the Company sells green coffee to the financing provider, but retains a right, or obligation, to re-purchase the green coffee at the original sales price, plus a finance charge (“Repo Transactions”). The Commodity Program is uncommitted and may be canceled by the financing provider at any time. At June 30, 2026 and December 31, 2025, the Company had a right, or obligation, to repurchase \$3.5 million and \$11.8 million, respectively, of green coffee from the financing provider. The liability for Repo Transactions is recorded within accrued expenses and other current liabilities on the Company’s Condensed Consolidated Balance Sheets. Cash flows related to Repo Transactions are reported as financing activities in our Condensed Consolidated Statements of Cash Flows.

At-the-Market Common Stock Offering Program

We have an effective shelf registration statement on file with the SEC (the “Registration Statement”) to offer and sell various securities from time to time. Under the Registration Statement, we have established an at-the-market common stock offering program (the “ATM Program”) to sell shares of common stock not to exceed 5,000,000 Common Shares in the aggregate. This program is intended to provide additional financial flexibility and an alternative mechanism to access the capital markets at an efficient cost as and when we need financing, including for acquisitions. During the three and six months ended June 30, 2026, the Company had no sales of Common Shares under the ATM Program. As of June 30, 2026, there were 3,030,324 of remaining shares authorized to be sold under the ATM Program.

Current and Long-Term Liquidity

Our liquidity needs are to fund operating expenses, meet debt service obligations, and fund both current and long-term investment activities, which include capital expenditures. We believe cash from operations, and borrowings available under the Revolving Credit Facility will provide sufficient cash on-hand to fund our operating expenses, debt service, near-term investment activities and near-term growth strategies, which include, (i) extending and enhancing product offerings through innovation, (ii) expanding our customer base and (iii) continuing to drive margin expansion. However, the Company will continuously evaluate its liquidity needs, especially in light of “C” market price volatility and tariff and trading restrictions (as discussed above) and may seek to opportunistically access additional liquidity, including through either the debt or equity capital markets. If it is determined that we have insufficient liquidity to fund our operating expenses, debt service and near-term investment activities, we may delay and/or reprioritize our near-term growth strategies, which may have an adverse impact on our ability to achieve our growth objectives.

We believe that cash from operations, borrowings available under the Revolving Credit Facility and our ability to obtain future financing will provide sufficient cash on hand to fund our long-term liquidity needs and growth strategies, which include (i) expanding geographically and (ii) finding accretive acquisitions.

Redemptions of Series A Preferred Shares

After February 26, 2028, any holder of Westrock Series A Preferred Shares may require Westrock to redeem all or any whole number of such holder’s Westrock Series A Preferred Shares in cash, subject to applicable law and the terms of any credit agreement or similar arrangement pursuant to which a third-party lender provides debt financing to Westrock or its subsidiaries, at a redemption price per share equal to the greater of (a) the liquidation preference and (b) the product of (i) the number of Common Shares that would have been obtained from converting one Westrock Series A Preferred Share on the redemption notice date and (ii) the simple average of the daily volume-weighted average price per Common Share for the ten (10) trading days ending on and including the trading day immediately preceding the redemption notice date. Assuming that the liquidation preference of the Westrock Series A Preferred Shares remains \$11.50 per share and all 23,510,527 Westrock Series A Preferred Shares outstanding at June 30, 2026 remain outstanding after February 26, 2028, we estimate an aggregate redemption payment of at least approximately \$270.4

million. If Westrock was required by the holders to redeem a significant number of Westrock Series A Preferred Shares, Westrock may not have enough cash available (including through draws on its credit facility) for other purposes such as paying dividends on the Common Shares, purchasing Common Shares, financing acquisitions or other expansions, paying employee incentives and/or executing its business strategy. An outflow of a significant amount of cash from Westrock as a result of redemptions of the Westrock Series A Preferred Shares may cause a deterioration in the financial condition of Westrock and our ability to pay our other obligations and/or execute our business strategy. The impact of such redemptions on Westrock will depend, among other things, on the financial condition of Westrock at the time of such redemptions, including the amount of available cash on hand and ability to draw on Westrock's credit facilities or obtain other sources of financing, the business strategies and objectives of Westrock at that time and the magnitude of such redemptions. Additionally, we may reserve cash, refrain from pursuing other business objectives and/or direct cash away from other business objectives to ensure that we have sufficient available cash to satisfy holder redemptions, and this may adversely affect our business and financial condition and ability to execute on our business strategy.

Contractual and Other Obligations

Our material contractual and other obligations include the payment of principal and interest under our debt obligations and future purchase of inventory obligations. The Term Loan Facility and Delayed Draw Term Loan Facility require quarterly principal payments totaling approximately \$4.2 million (1.875% of the original principal balance), increasing to approximately \$5.6 million (2.5% of the original principal balance) during the final year of the agreements. We have no other material obligations to pay principal amounts of our long-term debt obligations prior to their maturity.

Future purchase obligations of \$292.3 million as of June 30, 2026 consist of commitments for the purchase of inventory over the next 12 months. These obligations represent the minimum contractual obligations expected under the normal course of business. There are no material purchase obligations beyond 12 months.

At June 30, 2026, we had a right or obligation to repurchase \$3.5 million of inventory associated with Repo Transactions, for which the liability is recorded within accrued expenses and other current liabilities on the Company's Condensed Consolidated Balance Sheets.

Capital Expenditures

We categorize our capital expenditures as (i) growth, (ii) maintenance, (iii) customer beverage equipment or (iv) other.

We define growth capital expenditures as investments in our manufacturing facilities that will contribute to revenue growth by increasing production capacity, improving production efficiencies, or related to production of new products. Maintenance capital expenditures are those necessary to keep our existing manufacturing equipment fully operational. Customer beverage equipment represents Company-owned equipment that is deployed in our customers' locations.

Capital expenditures for the six months ended June 30, 2026 and 2025 were as follows:

(Thousands)	Growth	Maintenance	Customer Beverage Equipment	Other	Total
Six months ended June 30, 2026	\$ 10,981	\$ 1,942	\$ 269	\$ 413	\$ 13,605
Six months ended June 30, 2025	\$ 58,765	\$ 1,110	\$ 846	\$ 1,105	\$ 61,826

If circumstances warrant, we may need to take measures to conserve cash, which may include a suspension, delay, or reduction in growth and/or maintenance capital expenditures. We continually assess our capital expenditure plans in light of developments impacting our business, including the needs of our customers.

Off-Balance Sheet Arrangements

As of the date of this Quarterly Report on Form 10-Q, we do not have any off-balance sheet arrangements.

Recent Accounting Pronouncements

See Note 3, “Summary of Significant Accounting Policies,” to the Condensed Consolidated Financial Statements included in Item I of Part 1 of this Quarterly Report on Form 10-Q for a detailed discussion of recent accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in the market risks discussed in Item 7A “Quantitative and Qualitative Disclosures About Market Risk” in our Annual Report on Form 10-K filed with the SEC on March 10, 2026.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, (the “Exchange Act”) that are designed to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and to ensure that information required to be disclosed is accumulated and communicated to our management, including our Principal Executive Officer and Principal Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure.

Our management, with the participation of our Principal Executive Officer and Principal Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2026, the end of the period covered by this Quarterly Report on Form 10-Q. Based on this evaluation, our Principal Executive Officer and Principal Financial Officer concluded that our disclosure controls and procedures were effective as of June 30, 2026.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, that occurred during the quarter ended June 30, 2026, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II. Other Information

Item 1. Legal Proceedings

A description of legal proceedings can be found in Note 18 “Commitments and Contingencies” to our Condensed Consolidated Financial Statements, included in this report at Part I, Item 1 - Financial Statements, and is incorporated by reference into this Item 1.

Item 1A. Risk Factors

There have been no material changes to the risk factors affecting our business that were described under Item 1A “Risk Factors” discussed in our Annual Report on Form 10-K filed with the SEC on March 10, 2026.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

- (a) On August 5, 2026, the Company and Mr. Samuel Ford entered into an employment agreement (the “Employment Agreement”), which replaced and superseded Mr. Ford’s prior agreement with the Company. The following sets forth a summary of certain material features of the Employment Agreement.

The Employment Agreement provides that Mr. Ford will serve as Chief Trade & Risk Officer. The term of the Employment Agreement is three years from the effective date of the agreement, subject to automatic annual one-year extensions beginning on the first anniversary of the effective date of the agreement, unless either party provides the other at least 180 days’ advance written notice of nonrenewal. Under the terms of the Employment Agreement, Mr. Ford is entitled to an annual base salary of no less than \$500,000 and to participate in an annual bonus plan with a target annual bonus opportunity of 100% of his annual base salary. Mr. Ford is also eligible for long-term incentive equity awards and to participate in the employee benefit plans generally available to other senior executives of the Company.

In the event of Mr. Ford’s termination of employment without cause or for good reason, subject to his execution of a release of claims, the Employment Agreement provides for (a) a prorated target annual incentive award, payable in a lump sum, (b) a lump sum cash severance payment equal to the product of one (or, if the termination occurs within one year following a change in control of the Company, two) multiplied by each of his annual base salary and target annual incentive opportunity in effect for the fiscal year of the Company in which the termination occurs and (c) a cash payment equal to 125% of the full amount of premiums for health insurance continuation for one year (or, if the termination occurs within one year following a change in control of the Company, two years). In the event of Mr. Ford’s termination of employment due to death, disability or retirement (when the sum of his age and years of service equal at least 70, provided that he has attained at least age 55 with at least 10 years of service), he would be entitled to a prorated target annual incentive award for the year of termination. To the extent payments under the Employment Agreement would be subject to Section 280G of the Internal Revenue Code, as amended, they will be reduced if such reduction would result in a greater after-tax payment to Mr. Ford.

The agreement contains an inventions and patent assignment covenant, perpetual confidentiality and non-disparagement covenants and covenants concerning non-competition and non-solicitation of customers and employees, which apply for one year post-termination.

- (b) None.
- (c) During the three months ended June 30, 2026, none of the Company's directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934) adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K).

Item 6. Exhibits

Exhibit Number	Exhibit Description	Exhibit Index				
		Incorporated by Reference				
		Form	File No.	Exhibit	Filing Date	Filed Herewith
3.1	Certificate of Incorporation of Westrock Coffee Company	10-Q	001-41485	3.1	August 29, 2022	
3.2	Bylaws of Westrock Coffee Company	10-Q	001-41485	3.2	August 29, 2022	
10.1*	Amendment No. 6, dated as of June 30, 2026, among Westrock Beverage Solutions, LLC, as the borrower, Westrock Coffee Company, as holdings, the other guarantors party thereto, the lenders and issuing banks party thereto and Wells Fargo Bank, N.A., as administrative agent and collateral agent	8-K	001-41485	10.1	June 30, 2026	
10.2	Form of Restricted Stock Unit Award Agreement					**
10.3	Form of Performance Restricted Stock Unit Award Agreement					**
10.4	Employment Agreement, dated June 8, 2026, by and between Westrock Coffee Company and L. Keith Harvey					**
10.5	Employment Agreement, dated August 5, 2026, by and between Westrock Coffee Company and Samuel Ford					**
31.1	Chief Executive Officer—Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					**
31.2	Chief Financial Officer—Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					**
32.1	Chief Executive Officer—Certification pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					***
32.2	Chief Financial Officer—Certification pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					***

101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	**
101.SCH	XBRL Taxonomy Extension Schema Document.	**
101.CAL	XBRL Taxonomy Calculation Linkbase Document.	**
101.DEF	XBRL Definition Linkbase Document.	**
101.LAB	XBRL Taxonomy Label Linkbase Document.	**
101.PRE	XBRL Taxonomy Presentation Linkbase Document.	**
104	Cover Page Interactive Data File – The Cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document	

* Certain schedules have been omitted from this exhibit in accordance with Item 601(a)(5) of Regulation S-K. The Company agrees to furnish a copy of any omitted schedules to the Securities and Exchange Commission upon request.

** Filed herewith.

*** Furnished herewith.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: August 6, 2026

Westrock Coffee Company

By: /s/ T. Christopher Pledger

Name: T. Christopher Pledger

Title: Chief Financial Officer and Chief Administrative
Officer
(Principal Financial Officer)

Date: August 6, 2026

By: /s/ Blake Schuhmacher

Name: Blake Schuhmacher

Title: Senior Vice President – Chief Accounting Officer
(Principal Accounting Officer)

WESTROCK COFFEE COMPANY
RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this “**Agreement**”) by and between Westrock Coffee Company, a Delaware corporation (the “**Company**”) and the individual named on the acceptance page hereto (“**Participant**”) is made as of the date set forth on such acceptance page hereto (the “**Grant Date**”), and with a vesting commencement date set forth on such acceptance page hereto (the “**Vesting Commencement Date**”). Reference is made herein to the Westrock Coffee Company 2022 Equity Incentive Plan, as amended, modified or supplemented from time to time (the “**Plan**”).

WHEREAS, on the terms and subject to the conditions hereof, the Company desires to issue to Participant Restricted Stock Units (as defined in the Plan) in the amount set forth on the acceptance page hereto (the “**Award**”), as hereinafter set forth.

NOW, THEREFORE, in order to implement the foregoing and in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms not defined in this Agreement shall have the meanings ascribed to such terms in the Plan.
 2. **Incorporation of the Plan.** The Award is made pursuant to the Plan, all terms of which are hereby incorporated in this Agreement. In the event of any conflict between the terms of the Plan, on the one hand, and the terms of this Agreement or any other arrangement between you and the Company, on the other hand, the terms of the Plan shall govern. By accepting this Agreement, Participant hereby agrees to be bound by the terms of the Plan and this Agreement.
 3. **Grant and Vesting.** Participant is hereby granted the number of Restricted Stock Units set forth on the signature page hereto. The Restricted Stock Units shall become vested in three equal installments on each of the first three anniversaries of the Vesting Commencement Date (each such applicable date, a “**Vesting Date**”), subject to Participant’s continued service or employment, as applicable, through the applicable Vesting Date. Any unvested Restricted Stock Units that do not become vested on or prior to Participant’s termination of service or employment, as applicable, with the Company and its Affiliates shall be forfeited, and Participant shall have no further rights with respect thereto, effective as of the date of such termination.
 4. **Change in Control.** Any unvested Restricted Stock Units shall vest in full upon a Change in Control, subject to Participant’s continued service or employment, as applicable, through the occurrence of such Change in Control.
 5. **Issuance of Shares.** As soon as reasonably practicable following the date a Restricted Stock Unit granted hereby vests (but in no event later than two and one-half months after the end of the year in which such Restricted Stock Unit vests), the Company shall issue to Participant the number of Shares equal to the aggregate number of Restricted Stock Units that have vested pursuant to this Agreement on such date and Participant shall thereafter have all the rights of a stockholder of the Company with respect to such Shares.
-

6. **Dividend Equivalents.** If the record date for the payment of cash dividends on Shares occurs between the Grant Date and the date a Restricted Stock Unit is settled for Shares or forfeited pursuant to this Agreement, the Company shall make a cash payment (a “**Dividend Equivalent**”) to Participant equal to the value of the cash dividend that Participant would have received on the Shares underlying the Restricted Stock Units that are outstanding and not settled as of such record date, which Dividend Equivalent shall be paid as soon as reasonably practicable following the date the corresponding cash dividend is paid to holders of Shares, subject to Participant’s continued service or employment, as applicable, with the Company and its Affiliates through the date such Dividend Equivalent is paid.

7. **Miscellaneous.**

7.1 **Notices.** Unless otherwise provided herein, all notices and other communications hereunder shall be in writing and shall be deemed given and received (a) if delivered in person, on the date delivered, (b) if transmitted by facsimile (provided receipt is confirmed by telephone), on the date sent or (c) if delivered by an express courier, on the second business day after mailing, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company:

Westrock Coffee Company
4009 N. Rodney Parham Road, 4th Floor
Little Rock, AR 72212
Attn: Chief Legal Officer

If to Participant:

To the most recent address of Participant set forth in the personnel records of the Company.

7.2 **Restriction on Transfer.** The Restricted Stock Units may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by Participant, except as permitted by the Committee or by will or the laws of descent and distribution, in each case in compliance with applicable laws. The Restricted Stock Units shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Restricted Stock Units contrary to the provisions of this Agreement or the Plan shall be null and void and without effect.

7.3 **Amendments and Waivers.** (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective; provided that, the foregoing notwithstanding, this Agreement may be amended by the Company unilaterally, provided that no such unilateral amendment may materially adversely affect Participant, except to the extent provided for or contemplated in the terms of this Agreement.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

7.4 **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.5 **Governing Law.** This Agreement, the legal relations between the parties and the adjudication and the enforcement thereof, shall be governed by and interpreted and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflict of law provisions thereof that could result in the application of the laws of any other jurisdiction.

7.6 **Jurisdiction.** Each party irrevocably submits to the jurisdiction of any state or federal court sitting in or for Little Rock, Arkansas for the purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction in this Section 7.6. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in any state or federal court sitting in or for Little Rock, Arkansas, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

7.7 **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.7.

7.8 **Counterparts; Third Party Beneficiaries.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument. This Agreement shall become effective as to a particular Participant when such Participant shall have received a counterpart hereof signed by the Company or shall have acknowledged acceptance electronically. No provision of this Agreement shall confer upon any person other than the parties hereto any rights or remedies hereunder.

7.9 **Entire Agreement.** This Agreement, together with (if applicable) any individual services, severance, employment or similar agreement between Participant and the Company or one of its Affiliates, constitutes the entire agreement between the parties with respect to the Award granted hereunder and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to such Award.

7.10 **Section Headings; Construction.** The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of the sections. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms and the word “or” is not exclusive.

7.11 **Severability.** Except as otherwise provided herein, if one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be deemed to be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforced in accordance with its terms to the maximum extent permitted by law. Furthermore, a determination in any jurisdiction that this Agreement, in whole or in part, is invalid, illegal or unenforceable shall not in any way affect or impair the validity, legality or enforceability of this Agreement in any other jurisdiction.

7.12 **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.13 **Participant’s Service or Employment with the Company.** Nothing contained in this Agreement shall be deemed (i) to obligate the Company or any of its Affiliates to continue the employment of Participant in any capacity whatsoever or to otherwise allow Participant to provide services to the Company or any of its Affiliates or (ii) to prohibit or restrict the Company or any of its Affiliates from terminating the services or employment, as applicable, of Participant at any time or for any reason whatsoever, with or without Cause.

7.14 **Withholding Taxes.** Participant acknowledges and agrees that the delivery of Shares or Dividend Equivalents pursuant to this Agreement is conditioned on satisfaction of any applicable withholding taxes in accordance with Section 12(d) of the Plan.

7.15 **Section 409A of the Code.** This Agreement is intended to comply with the requirements of Section 409A of the Code or an exemption or exclusion therefrom and, with respect to amounts that are subject to Section 409A of the Code, it is intended that this Agreement be administered in all respects in accordance with Section 409A of the Code. Each

payment under the Award shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may Participant, directly or indirectly, designate the calendar year of any payment to be made under the Award to the extent that it constitutes nonqualified deferred compensation subject to Section 409A of the Code. Notwithstanding any other provision of this Agreement to the contrary, if Participant is a “specified employee” within the meaning of Section 409A of the Code (as determined in accordance with the methodology established by the Company), amounts that constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code that otherwise would be payable by reason of Participant’s Separation from Service during the six (6)-month period immediately following such Separation from Service shall instead be paid or provided on the first (1st) business day following the date that is six (6) months following Participant’s Separation from Service or any earlier date permitted by Section 409A of the Code. If Participant dies following the Separation from Service and prior to the payment of any amounts delayed on account of Section 409A of the Code, such amounts shall be paid to the personal representative of Participant’s estate within thirty (30) days following the date of Participant’s death.

7.16 **Further Assurances.** Participant agrees to execute all such certificates and other documents and instruments and shall do other acts as the Company reasonably deems appropriate to effectuate and perform the provisions of this Agreement and the transactions hereunder and to comply with the requirements of applicable law, including all agreements, certificates, tax statements and other documents as may be required to be filed in respect of the Company or any Subsidiary.

7.17 **Rights as Stockholder.** Until the issuance of the Shares underlying a Restricted Stock Unit (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a holder of Shares shall exist with respect to such Restricted Stock Unit. No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 6 or in the Plan.

* * * * *

WESTROCK COFFEE COMPANY
PERFORMANCE RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS PERFORMANCE RESTRICTED STOCK UNIT AWARD AGREEMENT (this “**Agreement**”) by and between Westrock Coffee Company, a Delaware corporation (the “**Company**”) and the individual named on the acceptance page hereto (“**Participant**”) is made as of the date set forth on such acceptance page hereto (the “**Grant Date**”). Reference is made herein to the Westrock Coffee Company 2022 Equity Incentive Plan, as amended, modified or supplemented from time to time (the “**Plan**”).

WHEREAS, on the terms and subject to the conditions hereof, the Company desires to issue to Participant Restricted Stock Units (as defined in the Plan) in the amount set forth on the acceptance page hereto (the “**Award**”), as hereinafter set forth.

NOW, THEREFORE, in order to implement the foregoing and in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms not defined in this Agreement shall have the meanings ascribed to such terms in the Plan.
 2. **Incorporation of the Plan.** The Award is made pursuant to the Plan, all terms of which are hereby incorporated in this Agreement. In the event of any conflict between the terms of the Plan, on the one hand, and the terms of this Agreement or any other arrangement between you and the Company, on the other hand, the terms of the Plan shall govern. By accepting this Agreement, Participant hereby agrees to be bound by the terms of the Plan and this Agreement.
 3. **Grant and Vesting.** Participant is hereby granted the number of Restricted Stock Units set forth on the signature page hereto. The Restricted Stock Units shall be eligible to vest on the Vesting Date (as defined in **Exhibit A**) based on the achievement of the conditions set forth on **Exhibit A** and subject to Participant’s continued service or employment, as applicable, through the applicable Vesting Date. Any unvested Restricted Stock Units that do not become vested on or prior to Participant’s termination of service or employment, as applicable, with the Company and its Affiliates shall be forfeited, and Participant shall have no further rights with respect thereto, effective as of the date of such termination.
 4. **Change in Control.** Any unvested Restricted Stock Units shall vest in full upon a Change in Control, with performance determined in accordance with **Exhibit A**, subject to Participant’s continued service or employment, as applicable, through the occurrence of such Change in Control.
 5. **Issuance of Shares.** As soon as reasonably practicable following the date a Restricted Stock Unit granted hereby vests (but in no event later than two and one-half months after the end of the year in which such Restricted Stock Unit vests), the Company shall issue to Participant the number of Shares equal to the aggregate number of Restricted Stock Units that have vested pursuant to this Agreement on such date and Participant shall thereafter have all the rights of a stockholder of the Company with respect to such Shares.
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6. **Dividend Equivalents.** If the record date for the payment of cash dividends on Shares occurs between the Grant Date and the date a Restricted Stock Unit is settled for Shares or forfeited pursuant to this Agreement, the Company shall accrue a cash payment (a “**Dividend Equivalent**”) to Participant equal to the value of the cash dividend that Participant would have received on the Shares underlying the Restricted Stock Units that are outstanding and not settled as of such record date, which Dividend Equivalent shall be paid as soon as reasonably practicable following the applicable Vesting Date, subject to Participant’s continued service or employment, as applicable, with the Company and its Affiliates through the Vesting Date.

7. **Miscellaneous.**

7.1 **Notices.** Unless otherwise provided herein, all notices and other communications hereunder shall be in writing and shall be deemed given and received (a) if delivered in person, on the date delivered, (b) if transmitted by facsimile (provided receipt is confirmed by telephone), on the date sent or (c) if delivered by an express courier, on the second business day after mailing, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company:

Westrock Coffee Company
4009 N. Rodney Parham Road, 4th Floor
Little Rock, AR 72212
Attn: Chief Legal Officer

If to Participant:

To the most recent address of Participant set forth in the personnel records of the Company.

7.2 **Restriction on Transfer.** The Restricted Stock Units may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by Participant, except as permitted by the Committee or by will or the laws of descent and distribution, in each case in compliance with applicable laws. The Restricted Stock Units shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Restricted Stock Units contrary to the provisions of this Agreement or the Plan shall be null and void and without effect.

7.3 **Amendments and Waivers.** (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective; provided that, the foregoing notwithstanding, this Agreement may be amended by the Company unilaterally, provided that no such unilateral amendment may materially adversely affect Participant, except to the extent provided for or contemplated in the terms of this Agreement.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

7.4 **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.5 **Governing Law.** This Agreement, the legal relations between the parties and the adjudication and the enforcement thereof, shall be governed by and interpreted and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflict of law provisions thereof that could result in the application of the laws of any other jurisdiction.

7.6 **Jurisdiction.** Each party irrevocably submits to the jurisdiction of any state or federal court sitting in or for Little Rock, Arkansas for the purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction in this Section 7.6. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in any state or federal court sitting in or for Little Rock, Arkansas, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

7.7 **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.7.

7.8 **Counterparts; Third Party Beneficiaries.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument. This Agreement shall become effective as to a particular Participant when such Participant shall have received a counterpart hereof signed by the Company or shall have acknowledged acceptance electronically. No provision of this Agreement shall confer upon any person other than the parties hereto any rights or remedies hereunder.

7.9 **Entire Agreement.** This Agreement, together with (if applicable) any individual services, severance, employment or similar agreement between Participant and the Company or one of its Affiliates, constitutes the entire agreement between the parties with respect to the Award granted hereunder and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to such Award.

7.10 **Section Headings; Construction.** The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of the sections. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms and the word “or” is not exclusive.

7.11 **Severability.** Except as otherwise provided herein, if one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be deemed to be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforced in accordance with its terms to the maximum extent permitted by law. Furthermore, a determination in any jurisdiction that this Agreement, in whole or in part, is invalid, illegal or unenforceable shall not in any way affect or impair the validity, legality or enforceability of this Agreement in any other jurisdiction.

7.12 **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.13 **Participant’s Service or Employment with the Company.** Nothing contained in this Agreement shall be deemed (i) to obligate the Company or any of its Affiliates to continue the employment of Participant in any capacity whatsoever or to otherwise allow Participant to provide services to the Company or any of its Affiliates or (ii) to prohibit or restrict the Company or any of its Affiliates from terminating the services or employment, as applicable, of Participant at any time or for any reason whatsoever, with or without Cause.

7.14 **Withholding Taxes.** Participant acknowledges and agrees that the delivery of Shares or Dividend Equivalents pursuant to this Agreement is conditioned on satisfaction of any applicable withholding taxes in accordance with Section 12(d) of the Plan.

7.15 **Section 409A of the Code.** This Agreement is intended to comply with the requirements of Section 409A of the Code or an exemption or exclusion therefrom and, with respect to amounts that are subject to Section 409A of the Code, it is intended that this Agreement be administered in all respects in accordance with Section 409A of the Code. Each

payment under the Award shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may Participant, directly or indirectly, designate the calendar year of any payment to be made under the Award to the extent that it constitutes nonqualified deferred compensation subject to Section 409A of the Code. Notwithstanding any other provision of this Agreement to the contrary, if Participant is a “specified employee” within the meaning of Section 409A of the Code (as determined in accordance with the methodology established by the Company), amounts that constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code that otherwise would be payable by reason of Participant’s Separation from Service during the six (6)-month period immediately following such Separation from Service shall instead be paid or provided on the first (1st) business day following the date that is six (6) months following Participant’s Separation from Service or any earlier date permitted by Section 409A of the Code. If Participant dies following the Separation from Service and prior to the payment of any amounts delayed on account of Section 409A of the Code, such amounts shall be paid to the personal representative of Participant’s estate within thirty (30) days following the date of Participant’s death.

7.16 **Further Assurances.** Participant agrees to execute all such certificates and other documents and instruments and shall do other acts as the Company reasonably deems appropriate to effectuate and perform the provisions of this Agreement and the transactions hereunder and to comply with the requirements of applicable law, including all agreements, certificates, tax statements and other documents as may be required to be filed in respect of the Company or any Subsidiary.

7.17 **Rights as Stockholder.** Until the issuance of the Shares underlying a Restricted Stock Unit (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a holder of Shares shall exist with respect to such Restricted Stock Unit. No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 6 or in the Plan.

* * * * *

EXHIBIT A

**PERFORMANCE GOALS
FOR PERFORMANCE RESTRICTED STOCK UNIT AWARD**

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “**Agreement**”) is made and entered into, as of June 8, 2026 (the “**Effective Date**”), by and between Westrock Coffee Company (the “**Company**”) and L. Keith Harvey (“**Executive**”, and together with the Company, the “**Parties**”).

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Employment Period.** The Company agrees to employ Executive, and Executive agrees to serve the Company and its Affiliates (as defined below), subject to the terms and conditions of this Agreement, for the period commencing on the Effective Date and ending on the third anniversary of the Effective Date (the “**Employment Period**”); provided that commencing on the first anniversary of the Effective Date, and on each annual anniversary thereafter (such date and each annual anniversary thereof shall be hereinafter referred to as the “**Renewal Date**”), unless previously terminated, the Employment Period shall be automatically extended so as to terminate five years from such Renewal Date, unless at least 180 days prior to the Renewal Date either the Company or Executive shall give notice to the other party that the Employment Period shall not be so extended (a “**Notice of Non-Renewal**”). For purposes of this Agreement, the term “**Affiliate**” means an entity controlled by, controlling or under common control with the Company.

2. **Position and Duties; Location; Standard of Services.**

(a) **Position and Duties.** During the Employment Period, Executive shall serve as Senior Vice President - Chief Legal Officer and Corporate Secretary of the Company and shall perform customary and appropriate duties as may be reasonably assigned to Executive from time to time by the Board of Directors of the Company (the “**Board**”), the Chief Executive Officer of the Company, and the Chief Financial Officer of the Company. Executive shall have such responsibilities, power and authority as those normally associated with such position in public companies of a similar stature.

(b) **Location.** During the Employment Period, Executive’s principal place of employment shall be the Company’s headquarters in Little Rock, Arkansas, subject to reasonable business travel at the Company’s request.

(c) **Standard of Services.** During the Employment Period, Executive agrees to devote Executive’s full business attention and time to the business and affairs of the Company and its Affiliates and to use Executive’s reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period, Executive may serve on corporate, civic, charitable or other boards or committees, deliver lectures, fulfill speaking engagements, publish, teach at educational institutions, manage or advise with respect to investments or pro-vide advice to other companies that do not compete and are not reasonably expected to compete with the Company in the future, in each case, so long as such activities do not materially inter-fere with the performance of Executive’s responsibilities in accordance with this Agreement.

3. **Compensation and Employee Benefits.**

(a) **Annual Base Salary.** During the Employment Period, Executive shall receive an annual base salary (the “**Annual Base Salary**”) of no less than \$400,000, payable in accordance with the Company’s regular payroll practices. The Annual Base Salary shall be reviewed at least annually by the Board or an appropriate committee thereof (the Board or such committee, the “**Committee**”) for possible increase, as determined in the discretion of the Committee. The term “Annual Base Salary” as used in this Agreement shall refer to the Annual Base Salary as it may be so adjusted from time to time.

(b) **Annual Bonus.** During the Employment Period, Executive shall have the opportunity to earn, for each fiscal year of the Company, an annual bonus (the “**Annual Bonus**”) pursuant to the terms of an annual incentive plan for senior executives of the Company, as in effect from time to time. Executive’s target Annual Bonus opportunity shall be 85% of the Annual Base Salary.

(c) **Equity Incentives.** Executive shall be eligible to participate in the Company’s equity incentive plan, as in effect from time to time. At or around the time Executive’s employment with the Company begins, the Company will grant to Executive \$340,000 in restricted stock under the Company’s equity incentive plan, the terms of which shall be consistent with the terms for grants to other executives of the Company.

(d) **Other Employee Benefit Plans.** During the Employment Period, Executive shall be entitled to participate in the employee benefit plans, practices, policies and programs, as in effect from time to time, that are generally applicable to other senior executives of the Company (including retirement, deferred compensation and health and welfare benefits) on the same terms as are applicable to other senior executives of the Company.

(e) **Business Expenses.** Executive shall be entitled to receive prompt reimbursement for all business expenses (including travel, entertainment, professional dues and subscriptions) incurred by Executive, in accordance with the Company’s policies as in effect from time to time.

4. **Termination of Employment.**

(a) **Death or Disability.** Executive’s employment shall terminate automatically upon Executive’s death during the Employment Period. If the Company determines in good faith that the Disability of Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may provide Executive with written notice in accordance with Section 11(b) of its intention to terminate Executive’s employment. In such event, Executive’s employment with the Company and its Affiliates shall terminate effective on the 30th day after Executive’s receipt of such notice (the “**Disability Effective Date**”), provided that, within the 30 days after such receipt, Executive shall not have returned to full-time performance of Executive’s duties. For purposes of this Agreement, “**Disability**” shall mean the absence of Executive from Executive’s duties with the Company on a full-time basis for 120 consecutive days, or for 180 days (which need not be consecutive) within a 365-day period, as a result of incapacity due to mental or physical illness.

(b) **With or Without Cause.** The Company may terminate Executive's employment during the Employment Period either with or without Cause. For purposes of this Agreement, "**Cause**" shall mean:

- (i) Executive's willful failure to substantially perform Executive's duties;
- (ii) any act of fraud, misappropriation, dishonesty, malfeasance or embezzlement by Executive in connection with the performance of Executive's duties to the Company;
- (iii) Executive's material violation of any policies of the Company or any restrictive covenants applicable to Executive; or
- (iv) Executive's conviction of, or entering a plea of *nolo contendere* to, a felony.

For purposes of this provision, no act or failure to act, on the part of Executive, shall be considered "willful" unless it is done, or omitted to be done, by Executive in bad faith or without reasonable belief that Executive's action or omission was in the best interests of the Company and its Affiliates. If an action or omission constituting Cause is curable, Executive may be terminated as a result thereof only if Executive has not cured such action or omission within 30 days following written notice thereof from the Company.

(c) **With or Without Good Reason.** Executive's employment may be terminated by Executive either with or without Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean Executive's voluntary resignation after any of the following actions are taken by the Company or any of its Affiliates without Executive's written consent:

- (i) A material diminution in Executive's title, authority, duties or responsibilities;
- (ii) A material reduction in the Annual Base Salary or target Annual Bonus opportunity;
- (iii) A relocation of Executive's primary place of employment by more than 25 miles from Executive's primary place of employment as set forth in this Agreement; or
- (iv) The Company's violation of the terms of this Agreement.

In order to invoke a termination for Good Reason, Executive shall provide written notice to the Company of the existence of one or more of the conditions giving rise to Good Reason within 90 days following Executive's knowledge of the initial existence of such condition or conditions, and the Company shall have 30 days following receipt of such written notice (the "**Cure Period**") during which it may remedy the condition. In the event that the Company fails to remedy the condition constituting Good Reason during the Cure Period, Executive must terminate employment, if at all, within 90 days following the Cure Period in order for such termination to constitute a termination for Good Reason. Executive's mental or physical incapacity following

the occurrence of an event described above shall not affect Executive's ability to terminate employment for Good Reason.

(d) **Retirement**. Executive's employment may be terminated by Executive due to Retirement. For purposes of this Agreement, "**Retirement**" shall mean Executive's voluntary resignation at a time when the sum of Executive's age and years of service equal at least 70, provided that Executive has attained at least age 55 with at least 10 years of service with the Company or any predecessor or successor entity.

(e) **Notice of Termination**. Any termination of Executive's employment by the Company with or without Cause, or by Executive with or without Good Reason or due to Retirement, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 11(b). For purposes of this Agreement, a "**Notice of Termination**" means a written notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated and (iii) specifies the Date of Termination (as defined below), which date shall be not more than 30 days after the delivery of such notice.

(f) **Date of Termination**. "**Date of Termination**" means (i) if Executive's employment is terminated by the Company with Cause or without Cause, or by Executive with Good Reason, the date of receipt of the Notice of Termination or any later date specified therein, (ii) if Executive's employment is terminated by Executive without Good Reason (including due to Retirement), the 30th day following receipt of the Notice of Termination or any later date specified therein or (iii) if Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of Executive or the Disability Effective Date, as the case may be.

5. **Obligations of the Company upon Termination**.

(a) **Good Reason; Other Than for Cause, Death or Disability**. If, during the Employment Period, the Company terminates Executive's employment other than for Cause, death or Disability, or Executive terminates employment for Good Reason, then, in each case, subject to Executive's execution within 50 days following the Date of Termination, and non-revocation, of a release of claims in the form attached as **Exhibit A** (the "**Release**"), the Company and its Affiliates shall pay to Executive the following:

(i) the sum of (A) the portion of the Annual Base Salary due for the period through the Date of Termination to the extent not theretofore paid, (B) any accrued but unpaid vacation and (C) Executive's business expenses that have not been reimbursed by the Company as of the Date of Termination that were incurred by Executive on or prior to the Date of Termination (the sum of the amounts described in clauses (A), (B) and (C) shall be hereinafter referred to as the "**Accrued Obligations**"), which Accrued Obligations shall be paid in a lump sum in cash within 60 days following the Date of Termination;

(ii) any unpaid Annual Bonus earned by Executive in respect of the fiscal year of the Company that was completed on or prior to the Date of Termination (the

“**Unpaid Annual Bonus**”), which Unpaid Annual Bonus shall be paid in a lump sum in cash no later than March 15 following the year in which it was earned;

(iii) a prorated Annual Bonus in respect of the fiscal year of the Company in which the Date of Termination occurs, with such amount to equal the product of (A) the target Annual Bonus opportunity for the fiscal year in which the Date of Termination occurs, and (B) a fraction, (I) the numerator of which is the number of days in the fiscal year of the Company in which the Date of Termination occurs through the Date of Termination, and (II) the denominator of which is 365 (the “**Prorated Annual Bonus**”), which Prorated Annual Bonus shall be paid in a lump sum in cash on the first regularly scheduled payroll date following the effective date of the Release, provided that if the period for consideration and revocation of the Release spans two calendar years, then the payment shall be made no sooner than the first regularly scheduled payroll date in the second calendar year;

(iv) an amount equal to the product of (A) the Severance Multiple (as defined below) *multiplied by* (B) the sum of (x) the Annual Base Salary and (y) the target Annual Bonus opportunity as in effect for the fiscal year of the Company in which the Date of Termination occurs, which amount shall be paid in a lump sum in cash on the first regularly scheduled payroll date following the effective date of the Release, provided that if the period for consideration and revocation of the Release spans two calendar years, then the payment shall be made no sooner than the first regularly scheduled payroll date in the second calendar year;

(v) a cash payment equal to 125% of the full amount of premiums for health insurance coverage for a number of years following the Date of Termination equal to the Severance Multiple, determined based on the level of coverage for Executive and Executive’s dependents as of the Date of Termination, which shall be paid on the first regularly scheduled payroll date following the effective date of the Release, provided that if the period for consideration and revocation of the Release spans two calendar years, then the payment shall be made no sooner than the first regularly scheduled payroll date in the second calendar year; and

(vi) to the extent not theretofore paid or provided, the Company and its Affiliates shall timely pay or provide to Executive, in accordance with the terms of the applicable plan, program, policy, practice or contract, any other amounts or benefits required to be paid or provided, or that Executive is eligible to receive under any plan, program, policy, practice or contract of the Company or its Affiliates, through the Date of Termination (such other amounts and benefits shall be hereinafter referred to as the “**Other Benefits**”).

For purposes of this Agreement, “**Severance Multiple**” shall mean one, unless a termination contemplated by this Section 5(a) occurs within one year following a Change in Control (as defined in the Westrock Coffee Company 2022 Equity Incentive Plan, as in effect on the Effective Date), in which case it shall mean two.

For the avoidance of doubt, if applicable, any amount payable pursuant to this Section 5(a) shall be determined without regard to any reduction in compensation that resulted in Executive’s termination of employment for Good Reason. If Executive does not execute the Release within 50 days following the Date of Termination, or if Executive revokes the Release, Executive shall only be entitled to the Accrued Obligations and the Other Benefits. Other than as set forth in this

Section 5(a), in the event of a termination of Executive's employment by the Company without Cause (other than due to death or Disability) or by Executive for Good Reason, the Company and its Affiliates shall have no further obligation to Executive under this Agreement.

(b) **Death; Disability; Retirement.** If Executive's employment is terminated by reason of Executive's death, Disability or Retirement during the Employment Period, this Agreement shall terminate without further obligations to Executive, other than for payment of the Accrued Obligations, the Unpaid Annual Bonus and the Prorated Annual Bonus and the timely payment or provision of the Other Benefits. The Accrued Obligations, the Unpaid Annual Bonus and the Prorated Annual Bonus shall be paid to Executive's estate (in the event of Executive's death) or Executive or Executive's legal representative (in the event of Disability), as applicable, on the same schedule as contemplated by Sections 5(a)(i)-(iii).

(c) **Other Termination.** If Executive's employment is terminated during the Employment Period for a reason other than those governed by Section 5(a) or (b) (including upon the expiration of the Employment Period following a Notice of Non-Renewal when Executive is not Retirement-eligible), this Agreement shall terminate without further obligations to Executive, other than for payment of the Accrued Obligations and Unpaid Annual Bonus on the same schedule as contemplated by Sections 5(a)(i)-(ii) and the timely payment or provision of the Other Benefits.

(d) **Full Settlement.** The payments and benefits provided under this Section 5 shall be in full satisfaction of the obligations of the Company and its Affiliates to Executive under this Agreement and any other plan, agreement, policy or arrangement of the Company and its Affiliates upon Executive's termination of employment.

6. **No Mitigation.** In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of any amounts payable to Executive under Section 5 and such amounts shall not be reduced whether or not Executive obtains other employment.

7. **Restrictive Covenants.**

(a) **Confidential Information.** Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or its Affiliates, and their respective businesses, which shall have been obtained by Executive during Executive's employment by the Company or any of its Affiliates and which shall not be or become public knowledge (other than by acts by Executive or representatives of Executive in violation of this Agreement) (collectively, "**Confidential Information**"). After termination of Executive's employment with the Company, Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such Confidential Information to anyone other than the Company and those designated by it. Notwithstanding the foregoing, "**Confidential Information**" shall not include (i) information that at the time of disclosure is already known to the receiving party without any restriction on its disclosure; (ii) information that is or subsequently comes into the possession of the receiving party from a third party without violation of any contractual or legal obligation; (iii) information that is independently developed by the receiving party without the use of

Confidential Information or breach of this Agreement; and (iv) information that is otherwise required to be disclosed under applicable laws, regulations or judicial or regulatory process.

(b) **Inventions and Patents.** Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information that relate to the actual or anticipated business, research and development or existing or future products or services of the Company or any of its Affiliates, and that are conceived, developed or made by Executive during Executive's employment with the Company or any of its Affiliates ("**Work Product**") belong to the Company and its Affiliates. Executive shall promptly disclose such Work Product to the Company and its Affiliates and perform all actions reasonably requested by the Company and its Affiliates (whether during or after the Employment Period) to establish and confirm such ownership (including assignments, consents, powers of attorney and other instruments). To the fullest extent permitted by applicable law, all intellectual property (including patents, trademarks and copyrights) that are made, developed or acquired by Executive in the course of Executive's employment with the Company or any of its Affiliates shall be and remain the absolute property of the Company and its Affiliates, and Executive shall assist the Company and its Affiliates in perfecting and defending their rights to such intellectual property.

(c) **Nonsolicitation.** During the period commencing on the Effective Date and ending on the first anniversary of the Date of Termination (the "**Restricted Period**"), Executive shall not directly or indirectly, except in the good faith performance of Executive's duties to the Company: (i) induce or attempt to induce any employee or independent contractor of the Company or any of its Affiliates to leave the Company or such Affiliate, or in any way interfere with the relationship between the Company or any such Affiliate, on the one hand, and any employee or independent contractor thereof, on the other hand; (ii) hire any person who was an employee or independent contractor of the Company or any of its Affiliates until 12 months after such individual's relationship with the Company or such Affiliate has been terminated; or (iii) induce or attempt to induce any customer (whether former or current), supplier, licensee or other business relation of the Company or any of its Affiliates to cease doing business with the Company or such Affiliate, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation, on the one hand, and the Company or any of its Affiliates, on the other hand. Notwithstanding the foregoing, nothing in this Section 7(c) shall prohibit any advertisement or general solicitation (or hiring as a result thereof) that is not specifically targeted at Company's or its Affiliates' employees.

(d) **Noncompetition.** Executive acknowledges that, in the course of Executive's employment with the Company, Executive has become familiar, or shall become familiar, with the Company's and its Affiliates' trade secrets and with other Confidential Information concerning the Company, its Affiliates and their respective predecessors, and that Executive's services have been and shall be of special, unique and extraordinary value to the Company and its Affiliates. Therefore, Executive agrees that, during the Restricted Period, Executive shall not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in any business of the same type as any business in which the Company or any of its Affiliates is engaged on the Date of Termination or in which they have proposed, on or prior to

such date, to be engaged in on or after such date and in which Executive has been involved to any extent (other than *de minimis* activities) at any time during the one-year period ending with the Date of Termination, in any locale of any country in which the Company or any of its Affiliates conducts business. Nothing herein shall prohibit Executive from being a passive owner of not more than 4.9% of the outstanding equity interest in any entity which is publicly traded, so long as Executive has no active participation in the business of such entity.

(e) **Nondisparagement**. From and following the Effective Date: (i) Executive shall not make, either directly or by or through another person, any oral or written negative, disparaging or adverse statements or representations of or concerning the Company or any of its Affiliates, any of their clients or businesses or any of their current or former directors, officers or employees; and (ii) the Company and its Affiliates shall not make, either directly or by or through another person, any oral or written negative, disparaging or adverse statements or representations of or concerning Executive; provided, however, that, subject to Section 7(a), nothing herein shall prohibit either party from disclosing truthful information if legally required (whether by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process).

(f) **Return of Property**. Executive acknowledges that all documents, records, files, lists, equipment, computer, software or other property (including intellectual property) relating to the businesses of the Company or any of its Affiliates, in whatever form (including electronic), and all copies thereof, that have been or are received or created by Executive while an employee of the Company or any of its Affiliates are and shall remain the property of the Company and its Affiliates, and Executive shall immediately return such property to the Company upon the Date of Termination and, in any event, at the Company's request. Executive further agrees that any property situated on the premises of, and owned by, the Company or any of its Affiliates, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by personnel of the Company and its Affiliates at any time with or without notice. Notwithstanding the foregoing, Executive may retain Executive's personal contacts and personal compensation data.

(g) **Trade Secrets; Whistleblower Rights**. The Company hereby informs Executive that, notwithstanding any provision of this Agreement to the contrary, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney 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 court order. In addition, notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall impair Executive's rights under the whistleblower provisions of any applicable federal law or regulation or, for the avoidance of doubt, limit Executive's right to receive an award for information provided to any government authority under such law or regulation.

(h) **Executive Covenants Generally.**

(i) Executive's covenants as set forth in this Section 7 are from time to time referred to herein as the "**Executive Covenants.**" If any Executive Covenant is finally held to be invalid, illegal or unenforceable (whether in whole or in part), such Executive Covenant shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining Executive Covenants shall not be affected thereby; provided, however, that if any Executive Covenant is finally held to be invalid, illegal or unenforceable because it exceeds the maximum scope determined to be acceptable to permit such provision to be enforceable, such Executive Covenant shall be deemed to be modified to the minimum extent necessary to modify such scope in order to make such provision enforceable hereunder.

(ii) Executive acknowledges that the Company and its Affiliates have (A) expended and shall continue to expend substantial amounts of time, money and effort to develop business strategies, employee, customer and other relationships and goodwill to build an effective organization, and (B) a legitimate business interest in and right to protect their Confidential Information, goodwill and employee, customer and other relationships.

(iii) Executive understands that the Executive Covenants may limit Executive's ability to earn a livelihood in a business similar to the business of the Company, and Executive represents that Executive's experience and capabilities are such that Executive has other opportunities to earn a livelihood and adequate means of support for Executive and Executive's dependents.

(iv) Any termination of (A) Executive's employment, (B) the Employment Period or (C) this Agreement shall have no effect on the continuing operation of this Section 7.

(v) Executive acknowledges that the Company would be irreparably injured by a violation of this Section 7 and that it is impossible to measure in money the damages that shall accrue to the Company by reason of a failure by Executive to perform any of Executive's obligations under this Section 7. Accordingly, if the Company institutes any action or proceeding to enforce any of the provisions of this Section 7, to the extent permitted by applicable law, Executive hereby waives the claim or defense that the Company has an adequate remedy at law, and Executive shall not urge in any such action or proceeding the defense that any such remedy exists at law. Furthermore, in addition to other remedies that may be available, the Company shall be entitled (without the necessity of showing economic loss or other actual damage) to specific performance and other injunctive relief, without the requirement to post bond, in any court of competent jurisdiction for any actual or threatened breach of any of the covenants set forth in this Section 7. The Restricted Period shall be tolled during (and shall be deemed automatically extended by) any period during which Executive is in violation of the provisions of Section 7(c) or (d), as applicable.

8. **Treatment of Certain Payments.**

(a) In the event that any payments or benefits under this Agreement or otherwise, either alone or together with other payments or benefits that Executive receives or is

entitled to receive from the Company or any of its Affiliates (“**Payments**”) would subject Executive to the excise tax under Section 4999 of the Code, the Accounting Firm (as defined below) shall determine whether to reduce any of the Payments paid or payable pursuant to this Agreement (the “**Agreement Payments**”) so that the Parachute Value (as defined below) of all Payments, in the aggregate, equals the Safe Harbor Amount (as defined below). The Agreement Payments shall be so reduced only if the Accounting Firm determines that Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Agreement Payments were so reduced. If the Accounting Firm determines that Executive would not have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Agreement Payments were so reduced, Executive shall receive all Agreement Payments to which Executive is entitled hereunder.

(b) If the Accounting Firm determines that aggregate Agreement Payments should be reduced so that the Parachute Value of all Payments, in the aggregate, equals the Safe Harbor Amount, the Company shall promptly give Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 8 shall be binding upon the Company and its Affiliates and Executive and shall be made as soon as reasonably practicable and in no event later than 15 days following the Date of Termination. For purposes of reducing the Agreement Payments so that the Parachute Value of all Payments, in the aggregate, equals the Safe Harbor Amount, only amounts payable under this Agreement (and no other Payments) shall be reduced. The reduction of the amounts payable hereunder, if applicable, shall be made by reducing the payments and benefits under the following sections in the following order: (i) cash payments that may not be valued under Treas. Reg. § 1.280G-1, Q&A-24(c) (“**24(c)**”); (ii) equity-based payments that may not be valued under 24(c); (iii) cash payments that may be valued under 24(c); (iv) equity-based payments that may be valued under 24(c); and (v) other types of benefits. With respect to each category of the foregoing, such reduction shall occur first with respect to amounts that are not “deferred compensation” within the meaning of Section 409A of the Code and next with respect to payments that are deferred compensation, in each case, beginning with payments or benefits that are to be paid the farthest in time from the determination of the Accounting Firm. All reasonable fees and expenses of the Accounting Firm shall be borne solely by the Company.

(c) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts shall have been paid or distributed by the Company to or for the benefit of Executive pursuant to this Agreement that should not have been so paid or distributed (each, an “**Overpayment**”) or that additional amounts that shall have not been paid or distributed by the Company to or for the benefit of Executive pursuant to this Agreement could have been so paid or distributed (each, an “**Underpayment**”), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against the Company or Executive that the Accounting Firm believes has a high probability of success determines that an Overpayment has been made, any such Overpayment paid or distributed by the Company to or for the benefit of Executive shall be repaid by Executive to the Company (as applicable) together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code; provided, however, that no such repayment shall be required if and to the extent such deemed repayment would not either reduce the amount on which Executive is subject to tax under Section 1 and Section 4999 of the Code or

generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code.

(d) To the extent requested by Executive, the Company shall cooperate with Executive in good faith in valuing, and the Accounting Firm shall take into account the value of, services provided or to be provided by Executive (including Executive's agreeing to refrain from performing services pursuant to a covenant not to compete or similar covenant, before, on or after the date of a change in ownership or control of the Company (within the meaning of Q&A-2(b) of the final regulations under Section 280G of the Code), such that payments in respect of such services may be considered reasonable compensation within the meaning of Q&A-9 and Q&A-40 to Q&A-44 of the final regulations under Section 280G of the Code and/or exempt from the definition of the term "parachute payment" within the meaning of Q&A-2(a) of the final regulations under Section 280G of the Code in accordance with Q&A-5(a) of the final regulations under Section 280G of the Code.

(e) The following terms shall have the following meanings for purposes of this Section 8:

(i) **"Accounting Firm"** shall mean a nationally recognized certified public accounting firm or other professional organization that is recognized as an expert in determinations and calculations for purposes of Section 280G of the Code that is selected by the Company prior to the transaction resulting in the application (or potential application) of Section 280G of the Code for purposes of making the applicable determinations hereunder, which firm shall not, without Executive's consent, be a firm serving as accountant or auditor for the person effecting such transaction.

(ii) **"Net After-Tax Receipt"** shall mean the present value (as determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a Payment net of all taxes imposed on Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as the Accounting Firm determines to be likely to apply to Executive in the relevant tax year(s).

(iii) **"Parachute Value"** of a Payment shall mean the present value as of the date of the change of control for purposes of Section 280G of the Code of the portion of such Payment that constitutes a "parachute payment" under Section 280G(b)(2) of the Code, as determined by the Accounting Firm for purposes of determining whether and to what extent the excise tax under Section 4999 of the Code shall apply to such Payment.

(iv) **"Safe Harbor Amount"** shall mean 2.99 times Executive's "base amount," within the meaning of Section 280G(b)(3) of the Code.

9. **Successors.** This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive otherwise than by will or the

laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its respective successors and assigns. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its businesses and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

10. **Indemnification.** The Company shall indemnify Executive and hold him harmless to the fullest extent permitted by the laws of the State of Delaware against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses, losses and damages resulting from Executive's good-faith performance of Executive's duties and obligations with the Company and its Affiliates. The Company shall cover Executive under directors' and officers' liability insurance both during and, while potential liability exists, after employment in the same amount and to the same extent as the Company covers its other officers and directors. These obligations shall survive the termination of Executive's employment with the Company and its Affiliates. If any proceeding is brought or threatened against Executive in respect of which indemnity may be sought against the Company or its Affiliates pursuant to the foregoing, Executive shall notify the Company promptly in writing of the institution of such proceeding and the Company and its Affiliates shall assume the defense thereof and the employment of counsel and payment of all fees and expenses; provided, however, that if a conflict of interest exists between the Company or the applicable Affiliate and Executive such that it is not legally practicable for the Company or the applicable Affiliate to assume Executive's defense, Executive shall be entitled to retain separate counsel, and the Company or the applicable Affiliate shall assume payment of all reasonable fees and expenses of such counsel.

11. **Miscellaneous.**

(a) **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without reference to principles of conflict of laws, provided that rights to indemnification shall be governed by and in accordance with the laws of the State of Delaware. The Parties irrevocably submit to the jurisdiction of any state or federal court sitting in or for Little Rock, Arkansas with respect to any dispute arising out of or relating to this Agreement or the Release, and each party irrevocably agrees that all claims in respect of such dispute or proceeding shall be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the venue of any dispute arising out of or relating to this Agreement or the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute or proceeding. Each party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. THE PARTIES HEREBY WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTER CLAIM BROUGHT OR ASSERTED BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. The Company shall reimburse Executive for all reasonable legal fees and expenses incurred by Executive in seeking to obtain or enforce any right or benefit provided under this Agreement.

(b) **Notices.** All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive: To the most recent address on file with the Company.

If to the Company:

Westrock Coffee Company
4009 N. Rodney Parham Road
4th Floor
Little Rock, AR 72212
Attn: Chief Financial Officer
Email: chris@westrockcoffee.com
Phone: 501.918.9362

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) **Acknowledgements.** Prior to execution of this Agreement, Executive was advised by the Company of Executive's right to seek independent advice from an attorney of Executive's own selection regarding this Agreement. Executive acknowledges that Executive has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. Executive further represents that, in entering into this Agreement, Executive is not relying on any statements or representations made by any of the directors, officers, employees or agents of the Company that are not expressly set forth herein, and that Executive is relying only upon Executive's own judgment and any advice provided by Executive's attorney.

(d) **Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(e) **Survivability.** The provisions of this Agreement that by their terms call for performance subsequent to the termination of either Executive's employment or this Agreement (including the terms of Sections 5, 7, 8 and 10) shall so survive such termination.

(f) **Section Headings; Construction.** The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation hereof. For purposes of this Agreement, the term "including" shall mean "including, without limitation."

(g) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(h) **Tax Withholding.** The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(i) **Section 409A.**

(i) **General.** It is intended that payments and benefits made or provided under this Agreement shall not result in penalty taxes or accelerated taxation pursuant to Section 409A of the Code. Any payments that qualify for the “short-term deferral” exception, the separation pay exception or another exception under Section 409A of the Code shall be paid under the applicable exception. For purposes of the limitations on nonqualified deferred compensation under Section 409A of the Code, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. All payments to be made upon a termination of employment under this Agreement may only be made upon a “separation from service” under Section 409A of the Code to the extent necessary in order to avoid the imposition of penalty taxes on Executive pursuant to Section 409A of the Code. In no event may Executive, directly or indirectly, designate the calendar year of any payment under this Agreement, and to the extent required by Section 409A of the Code, any payment that may be paid in more than one taxable year (depending on the time that Executive executes the Release) shall be paid in the later taxable year.

(ii) **Reimbursements and In-Kind Benefits.** Notwithstanding anything to the contrary in this Agreement, all reimbursements and in-kind benefits provided under this Agreement that are subject to Section 409A of the Code shall be made in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (A) any reimbursement is for expenses incurred during Executive’s lifetime (or during a shorter period of time specified in this Agreement); (B) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (C) the reimbursement of an eligible expense shall be made no later than the last day of the calendar year following the year in which the expense is incurred; and (D) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(iii) **Delay of Payments.** Notwithstanding any other provision of this Agreement to the contrary, if Executive is considered a “specified employee” for purposes of Section 409A of the Code (as determined in accordance with the methodology established by the Company and its Affiliates as in effect on the Termination Date), any payment that constitutes nonqualified deferred compensation within the meaning of Section 409A of the Code that is otherwise due to Executive under this Agreement during the six-month period immediately following Executive’s separation from service (as determined in accordance with Section 409A of the Code) on account of Executive’s separation from service shall be accumulated and paid to Executive on the first business day of the seventh month following Executive’s separation from service (the “**Delayed Payment Date**”), to the extent necessary to prevent the imposition of tax penalties on Executive under Section 409A of the Code. If Executive dies during the postponement period, the amounts and entitlements delayed on account of Section 409A of the Code shall be paid to the personal representative of Executive’s

estate on the first to occur of the Delayed Payment Date or 30 calendar days after the date of Executive's death.

(j) **Amendments.** No provision of this Agreement shall be modified or amended except by an instrument in writing duly executed by the Parties hereto. No custom, act, payment, favor or indulgence shall be deemed a waiver by the Company of any of Executive's obligations hereunder or release Executive therefrom. No waiver by any party of any breach by the other party of any term or provision hereof shall be deemed to be an assent or waiver by any party to or of any succeeding breach of the same or any other term or provision. This Agreement is personal to and shall not be assignable by any party, but shall inure to the benefit of the Parties hereto and their respective heirs, beneficiaries, successors and assigns.

(k) **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto in respect of the terms and conditions of Executive's employment with the Company and its Affiliates, including Executive's severance entitlements, and, as of the Effective Date, supersedes and cancels in their entirety all prior understandings, agreements and commitments (including the Prior Agreement), whether written or oral, relating to the terms and conditions of employment between Executive, on the one hand, and the Company or its Affiliates, on the other hand. For the avoidance of doubt, this Agreement does not limit the terms of any benefit plans (including equity award agreements) of the Company or its Affiliates that are applicable Executive, except to the extent that the terms of this Agreement are more favorable to Executive.

[Signature page follows]

IN WITNESS WHEREOF, each of Executive and the Company have caused this Agreement to be duly executed and delivered, effective as of the Effective Date.

EXECUTIVE

/s/ L. Keith Harvey

L. Keith Harvey

WESTROCK COFFEE COMPANY

By: /s/ T. Christopher Pledger

T. Christopher Pledger
Chief Financial Officer and Chief Administrative Officer

[Signature Page to Employment Agreement]

GENERAL RELEASE OF CLAIMS

THIS GENERAL RELEASE OF CLAIMS (this “**Release**”) is executed by L. Keith Harvey (“**Executive**”) as of the date set forth on the signature page hereto. For purposes of this Release, reference is made to the Employment Agreement between Westrock Coffee Company (the “**Company**”) and Executive, dated as of June 8, 2026 (the “**Employment Agreement**”). Terms that are capitalized but not defined herein shall have the meanings set forth in the Employment Agreement.

1. General Release and Waiver of Claims.

(a) **Release.** In consideration of the payments and benefits afforded under the Employment Agreement, and after consultation with counsel, Executive and each of Executive’s respective heirs, executors, administrators, representatives, agents, successors and assigns (collectively, the “**Releasors**”) hereby irrevocably and unconditionally release and forever discharge the Company and its Affiliates and each of its officers, employees, directors and agents (“**Releasees**”) from any and all claims, actions, causes of action, rights, judgments, obligations, damages, demands, accountings or liabilities of whatever kind or character (collectively, “**Claims**”) that the Releasors may have arising out of Executive’s employment relationship with and service as an employee, officer or director of the Company and its Affiliates, and the termination of any such relationship or service, in each case up to and including the date Executive executes this Release. Executive acknowledges that the foregoing sentence includes Claims arising under Federal, state or local laws, statutes, orders or regulations that relate to the employment relationship or prohibiting employment discrimination, including Claims under Title VII of the Civil Rights Act of 1964; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act of 1974; the Immigration Reform and Control Act; the Sarbanes-Oxley Act of 2002; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act; the Equal Pay Act; the Fair Credit Reporting Act; Occupational Safety and Health Act; the federal Fair Labor Standards Act; and any other federal, state or local civil, human rights, bias, whistleblower, discrimination, retaliation, compensation, employment, labor or other local, state or federal law, regulation or ordinance.

(b) **Exceptions to Release.** Notwithstanding anything contained herein to the contrary, this Release specifically excludes and shall not affect: (i) the obligations of the Company or its Affiliates set forth in the Employment Agreement and to be performed after the date hereof, including without limitation under in Sections 5, 8 and 10 thereof, or under any other benefit plan, agreement, arrangement or policy of the Company or its Affiliates that is applicable to Executive and that, in each case, by its terms, contains obligations that are to be performed after the date hereof by the Company or its Affiliates; (ii) any indemnification or similar rights Executive has as a current or former officer, director, employee or agent of the Company or its Affiliates, including, without limitation, any and all rights thereto under applicable law, the certificate of incorporation, bylaws or other governance documents or such entities, or any rights with respect to coverage under any directors’ and officers’ insurance policies and/or indemnification agreements; (iii) any Claim the Releasors may have as the holder or beneficial owners of securities of the Company or its Affiliates or other rights relating to securities or equity awards in respect of the common stock of the Company or its Affiliates; (iv) rights to accrued but unpaid salary, paid time off, vacation or other compensation due through the date of termination of employment; (v) any unreimbursed business expenses; (vi) benefits or the right to seek benefits under applicable workers’ compensation and/or unemployment compensation statutes; and (vii) any Claims that may arise in the future from events or actions occurring after the date Executive executes this Release or that Executive may not by law release through an agreement such as this.

(c) **Specific Release of ADEA Claims.** In further consideration of the payments and benefits provided to Executive under the Employment Agreement, the Releasors hereby unconditionally release and forever discharge the Releasees from any and all Claims that the Releasors may have as of the date Employee signs this Release arising under the Federal Age Discrimination in Employment Act of 1967,

as amended, and the applicable rules and regulations promulgated thereunder (“ADEA”). By signing this Release, Executive hereby acknowledges and confirms the following: (i) Executive was advised by the Company in connection with Executive’s termination of employment to consult with an attorney of Executive’s choice prior to signing this Release and to have such attorney explain to Executive the terms of this Release, including, without limitation, the terms relating to Executive’s release of claims arising under ADEA, and Executive has in fact consulted with an attorney; (ii) Executive was given a period of not fewer than **[twenty-one (21)] [forty-five (45)]** calendar days to consider the terms of this Release and to consult with an attorney of Executive’s choosing with respect thereto; and (iii) Executive knowingly and voluntarily accepts the terms of this Release. Executive also understands that Executive has seven (7) calendar days following the date on which Executive signs this Release within which to revoke the release contained in this Section 1(c), by providing the Company a written notice of Executive’s revocation of the release and waiver contained in this Section 1(c).

(d) **No Assignment.** Executive represents and warrants that Executive has not assigned any of the Claims being released under this Release.

2. **Proceedings.** Executive has not filed, and agrees not to initiate or cause to be initiated on Executive’s behalf, any complaint, charge, claim or proceeding against the Releasees with respect to any Claims released under Section 1(a) or (c) before any local, state or federal agency, court or other body (each, individually, a “**Proceeding**”), and agrees not to participate voluntarily in any Proceeding involving such Claims; provided, however, and subject to the immediately following sentence, nothing set forth here in intended to or shall interfere with Executive’s right to participate in a Proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, nor shall this Release prohibit Executive from cooperating with any such agency in its investigation. Executive waives any right Executive may have to benefit in any manner from any relief (whether monetary or otherwise) arising out of any Proceeding involving such Claims, provided that the foregoing shall not apply to any legally protected whistleblower rights (including under Rule 21F under the Exchange Act). For the avoidance of doubt, the term Proceeding shall not include any complaint, charge, claim or proceeding with respect to the obligations of the Company to Executive under the Employment Agreement or in respect of any other matter described in Section 1(b), and Executive retains all of Executive’s rights in connection with the same.

3. **Severability Clause.** In the event any provision or part of this Release is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Release, shall be inoperative.

4. **No Admission.** Nothing contained in this Release shall be deemed or construed as an admission of wrongdoing or liability on the part of the Releasees.

5. **Governing Law and Venue.** All matters affecting this Release, including the validity thereof, are to be governed by, and interpreted and construed in accordance with, the laws of the State of Arkansas applicable to contracts executed in and to be performed in that State, provided that rights to indemnification shall be governed by and in accordance with the laws of the State of Delaware.

6. **Counterparts.** This Release may be executed in counterparts and each counterpart shall be deemed an original.

7. **Notices.** All notices, requests, demands or other communications under this Release shall be in writing and shall be deemed to have been duly given when delivered in person or deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, to the party to whom such notice is being given as follows:

As to Employee:

Executive’s last address on the books and records of the Company

As to the Company:

[ADDRESS AS OF DATE OF RELEASE]

Any party may change Executive's address or the name of the person to whose attention the notice or other communication shall be directed from time to time by serving notice thereof upon the other party as provided herein.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS RELEASE AND THAT EXECUTIVE FULLY KNOWS, UNDERSTANDS AND APPRECIATES ITS CONTENTS, AND THAT EXECUTIVE HEREBY EXECUTES THE SAME AND MAKES THIS RELEASE AND THE RELEASE PROVIDED FOR HEREIN VOLUNTARILY AND OF EXECUTIVE'S OWN FREE WILL.

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IN WITNESS WHEREOF, Executive has executed this Release on the date set forth below.

L. Keith Harvey

Dated as of:

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “**Agreement**”) is made and entered into, as of August 5, 2026 (the “**Effective Date**”), by and between Westrock Coffee Company (the “**Company**”) and Samuel Ford (“**Executive**”, and together with the Company, the “**Parties**”).

WHEREAS, the Company and Executive previously entered into an Employment Agreement effective as of August 26, 2022 (the “**Prior Agreement**”);

WHEREAS, the Parties desire to replace the Prior Agreement with this Agreement to set forth the terms of Executive’s service to the Company.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Employment Period.** The Company agrees to employ Executive, and Executive agrees to serve the Company and its Affiliates (as defined below), subject to the terms and conditions of this Agreement, for the period commencing on the Effective Date and ending on the third anniversary of the Effective Date (the “**Employment Period**”); provided that commencing on the first anniversary of the Effective Date, and on each annual anniversary thereafter (such date and each annual anniversary thereof shall be hereinafter referred to as the “**Renewal Date**”), unless previously terminated, the Employment Period shall be automatically extended so as to terminate five years from such Renewal Date, unless at least 180 days prior to the Renewal Date either the Company or Executive shall give notice to the other party that the Employment Period shall not be so extended (a “**Notice of Non-Renewal**”). For purposes of this Agreement, the term “**Affiliate**” means an entity controlled by, controlling or under common control with the Company.

2. **Position and Duties; Location; Standard of Services.**

(a) **Position and Duties.** During the Employment Period, Executive shall serve as an Chief Trade & Risk Officer of the Company and shall perform customary and appropriate duties as may be reasonably assigned to Executive from time to time by the Board of Directors of the Company (the “**Board**”) or the Chief Executive Officer of the Company (the “**CEO**”). Executive shall have such responsibilities, power and authority as those normally associated with such position in public companies of a similar stature.

(b) **Location.** During the Employment Period, Executive’s principal place of employment shall be the Company’s headquarters in Little Rock, Arkansas, subject to reasonable business travel at the Company’s request.

(c) **Standard of Services.** During the Employment Period, Executive agrees to devote Executive’s full business attention and time to the business and affairs of the Company and its Affiliates and to use Executive’s reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period, Executive may continue to serve as Chief Executive Officer and Chief Investment Officer of Westrock Asset Management, LLC,

serve on corporate, civic, charitable or other boards or committees, deliver lectures, fulfill speaking engagements, publish, teach at educational institutions, manage or advise with respect to investments or provide advice to other companies that do not compete and are not reasonably expected to compete with the Company in the future, in each case, so long as such activities do not materially interfere with the performance of Executive's responsibilities in accordance with this Agreement.

3. **Compensation and Employee Benefits.**

(a) **Annual Base Salary.** During the Employment Period, Executive shall receive an annual base salary (the "**Annual Base Salary**") of no less than \$500,000, payable in accordance with the Company's regular payroll practices. The Annual Base Salary shall be reviewed at least annually by the Board or an appropriate committee thereof (the Board or such committee, the "**Committee**") for possible increase, as determined in the discretion of the Committee. The term "Annual Base Salary" as used in this Agreement shall refer to the Annual Base Salary as it may be so adjusted from time to time.

(b) **Annual Bonus.** During the Employment Period, Executive shall have the opportunity to earn, for each fiscal year of the Company, an annual bonus (the "**Annual Bonus**") pursuant to the terms of an annual incentive plan for senior executives of the Company, as in effect from time to time. Executive's target Annual Bonus opportunity shall be 100% of the Annual Base Salary.

(c) **Equity Incentives.** Executive shall be eligible to participate in the Company's equity incentive plan, as in effect from time to time.

(d) **Other Employee Benefit Plans.** During the Employment Period, Executive shall be entitled to participate in the employee benefit plans, practices, policies and programs, as in effect from time to time, that are generally applicable to other senior executives of the Company (including retirement, deferred compensation and health and welfare benefits) on the same terms as are applicable to other senior executives of the Company.

(e) **Business Expenses.** Executive shall be entitled to receive prompt reimbursement for all business expenses (including travel, entertainment, professional dues and subscriptions) incurred by Executive, in accordance with the Company's policies as in effect from time to time.

4. **Termination of Employment.**

(a) **Death or Disability.** Executive's employment shall terminate automatically upon Executive's death during the Employment Period. If the Board determines in good faith that the Disability of Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may provide Executive with written notice in accordance with Section 11(b) of its intention to terminate Executive's employment. In such event, Executive's employment with the Company and its Affiliates shall terminate effective on the 30th day after Executive's receipt of such notice (the "**Disability Effective Date**"), provided that, within the 30 days after such receipt, Executive shall not have returned to full-time performance of Executive's duties. For purposes of this Agreement, "**Disability**" shall mean the

absence of Executive from Executive's duties with the Company on a full-time basis for 120 consecutive days, or for 180 days (which need not be consecutive) within a 365-day period, as a result of incapacity due to mental or physical illness.

(b) **With or Without Cause.** The Company may terminate Executive's employment during the Employment Period either with or without Cause. For purposes of this Agreement, "**Cause**" shall mean:

- (i) Executive's willful failure to substantially perform Executive's duties;
- (ii) any act of fraud, misappropriation, dishonesty, malfeasance or embezzlement by Executive in connection with the performance of Executive's duties to the Company;
- (iii) Executive's material violation of any policies of the Company or any restrictive covenants applicable to Executive; or
- (iv) Executive's conviction of, or entering a plea of *nolo contendere* to, a felony.

For purposes of this provision, no act or failure to act, on the part of Executive, shall be considered "willful" unless it is done, or omitted to be done, by Executive in bad faith or without reasonable belief that Executive's action or omission was in the best interests of the Company and its Affiliates. If an action or omission constituting Cause is curable, Executive may be terminated as a result thereof only if Executive has not cured such action or omission within 30 days following written notice thereof from the Company. Further, Executive shall not be deemed to be discharged for Cause unless and until there is delivered to Executive a copy of a resolution duly adopted by the affirmative vote of three-quarters of the Board, at a meeting called and duly held for such purpose (after reasonable notice is provided to Executive and Executive is given an opportunity, together with counsel for Executive, to be heard before the Board), finding in good faith that Executive is guilty of the conduct set forth above and specifying the particulars thereof in detail. Any such determination shall be made by the Board (or equivalent governing body) of the ultimate parent entity of the Company or its successor and shall be subject to *de novo* review by a court of law pursuant to the dispute provisions of Section 11(a).

(c) **With or Without Good Reason.** Executive's employment may be terminated by Executive either with or without Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean Executive's voluntary resignation after any of the following actions are taken by the Company or any of its Affiliates without Executive's written consent:

- (i) A material diminution in Executive's title, authority, duties or responsibilities;
- (ii) A material reduction in the Annual Base Salary or target Annual Bonus opportunity;

(iii) A relocation of Executive's primary place of employment by more than 25 miles from Executive's primary place of employment as set forth in this Agreement; or

(iv) The Company's violation of the terms of this Agreement.

In order to invoke a termination for Good Reason, Executive shall provide written notice to the Company of the existence of one or more of the conditions giving rise to Good Reason within 90 days following Executive's knowledge of the initial existence of such condition or conditions, and the Company shall have 30 days following receipt of such written notice (the "**Cure Period**") during which it may remedy the condition. In the event that the Company fails to remedy the condition constituting Good Reason during the Cure Period, Executive must terminate employment, if at all, within 90 days following the Cure Period in order for such termination to constitute a termination for Good Reason. Executive's mental or physical incapacity following the occurrence of an event described above shall not affect Executive's ability to terminate employment for Good Reason.

(d) **Retirement.** Executive's employment may be terminated by Executive due to Retirement. For purposes of this Agreement, "**Retirement**" shall mean Executive's voluntary resignation at a time when the sum of Executive's age and years of service equal at least 70, provided that Executive has attained at least age 55 with at least 10 years of service with the Company or any predecessor or successor entity.

(e) **Notice of Termination.** Any termination of Executive's employment by the Company with or without Cause, or by Executive with or without Good Reason or due to Retirement, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 11(b). For purposes of this Agreement, a "**Notice of Termination**" means a written notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated and (iii) specifies the Date of Termination (as defined below), which date shall be not more than 30 days after the delivery of such notice.

(f) **Date of Termination.** "**Date of Termination**" means (i) if Executive's employment is terminated by the Company with Cause, or by Executive with Good Reason, the date of receipt of the Notice of Termination or any later date specified therein within 30 days following such notice, (ii) if Executive's employment is terminated by the Company without Cause, or by Executive without Good Reason (including due to Retirement), the 30th day following receipt of the Notice of Termination or any later date specified therein or (iii) if Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of Executive or the Disability Effective Date, as the case may be.

5. **Obligations of the Company upon Termination.**

(a) **Good Reason; Other Than for Cause, Death or Disability.** If, during the Employment Period, the Company terminates Executive's employment other than for Cause, death or Disability, or Executive terminates employment for Good Reason, then, in each case,

subject to Executive's execution within 50 days following the Date of Termination, and non-revocation, of a release of claims in the form attached as **Exhibit A** (the "**Release**"), the Company and its Affiliates shall pay to Executive the following:

(i) the sum of (A) the portion of the Annual Base Salary due for the period through the Date of Termination to the extent not theretofore paid, (B) any accrued but unpaid vacation and (C) Executive's business expenses that have not been reimbursed by the Company as of the Date of Termination that were incurred by Executive on or prior to the Date of Termination (the sum of the amounts described in clauses (A), (B) and (C) shall be hereinafter referred to as the "**Accrued Obligations**"), which Accrued Obligations shall be paid in a lump sum in cash within 60 days following the Date of Termination;

(ii) any unpaid Annual Bonus earned by Executive in respect of the fiscal year of the Company that was completed on or prior to the Date of Termination (the "**Unpaid Annual Bonus**"), which Unpaid Annual Bonus shall be paid in a lump sum in cash no later than March 15 following the year in which it was earned;

(iii) a prorated Annual Bonus in respect of the fiscal year of the Company in which the Date of Termination occurs, with such amount to equal the product of (A) the target Annual Bonus opportunity for the fiscal year in which the Date of Termination occurs, and (B) a fraction, (I) the numerator of which is the number of days in the fiscal year of the Company in which the Date of Termination occurs through the Date of Termination, and (II) the denominator of which is 365 (the "**Prorated Annual Bonus**"), which Prorated Annual Bonus shall be paid in a lump sum in cash on the first regularly scheduled payroll date following the effective date of the Release, provided that if the period for consideration and revocation of the Release spans two calendar years, then the payment shall be made no sooner than the first regularly scheduled payroll date in the second calendar year;

(iv) an amount equal to the product of (A) the Severance Multiple (as defined below) *multiplied by* (B) the sum of (x) the Annual Base Salary and (y) the target Annual Bonus opportunity as in effect for the fiscal year of the Company in which the Date of Termination occurs, which amount shall be paid in a lump sum in cash on the first regularly scheduled payroll date following the effective date of the Release, provided that if the period for consideration and revocation of the Release spans two calendar years, then the payment shall be made no sooner than the first regularly scheduled payroll date in the second calendar year;

(v) a cash payment equal to 125% of the full amount of premiums for health insurance coverage for a number of years following the Date of Termination equal to the Severance Multiple, determined based on the level of coverage for Executive and Executive's dependents as of the Date of Termination, which shall be paid on the first regularly scheduled payroll date following the effective date of the Release, provided that if the period for consideration and revocation of the Release spans two calendar years, then the payment shall be made no sooner than the first regularly scheduled payroll date in the second calendar year; and

(vi) to the extent not theretofore paid or provided, the Company and its Affiliates shall timely pay or provide to Executive, in accordance with the terms of the applicable plan, program, policy, practice or contract, any other amounts or benefits required to be paid or

provided, or that Executive is eligible to receive under any plan, program, policy, practice or contract of the Company or its Affiliates, through the Date of Termination (such other amounts and benefits shall be hereinafter referred to as the “**Other Benefits**”).

For purposes of this Agreement, “**Severance Multiple**” shall mean one, unless a termination contemplated by this Section 5(a) occurs within one year following a Change in Control (as defined in the Westrock Coffee Company 2022 Equity Incentive Plan, as in effect on the Effective Date), in which case it shall mean two.

For the avoidance of doubt, if applicable, any amount payable pursuant to this Section 5(a) shall be determined without regard to any reduction in compensation that resulted in Executive’s termination of employment for Good Reason. If Executive does not execute the Release within 50 days following the Date of Termination, or if Executive revokes the Release, Executive shall only be entitled to the Accrued Obligations and the Other Benefits. Other than as set forth in this Section 5(a), in the event of a termination of Executive’s employment by the Company without Cause (other than due to death or Disability) or by Executive for Good Reason, the Company and its Affiliates shall have no further obligation to Executive under this Agreement.

(b) **Death; Disability; Retirement.** If Executive’s employment is terminated by reason of Executive’s death, Disability or Retirement during the Employment Period, this Agreement shall terminate without further obligations to Executive, other than for payment of the Accrued Obligations, the Unpaid Annual Bonus and the Prorated Annual Bonus and the timely payment or provision of the Other Benefits. The Accrued Obligations, the Unpaid Annual Bonus and the Prorated Annual Bonus shall be paid to Executive’s estate (in the event of Executive’s death) or Executive or Executive’s legal representative (in the event of Disability), as applicable, on the same schedule as contemplated by Sections 5(a)(i)-(iii).

(c) **Other Termination.** If Executive’s employment is terminated during the Employment Period for a reason other than those governed by Section 5(a) or (b) (including upon the expiration of the Employment Period following a Notice of Non-Renewal when Executive is not Retirement-eligible), this Agreement shall terminate without further obligations to Executive, other than for payment of the Accrued Obligations and Unpaid Annual Bonus on the same schedule as contemplated by Sections 5(a)(i)-(ii) and the timely payment or provision of the Other Benefits.

(d) **Full Settlement.** The payments and benefits provided under this Section 5 shall be in full satisfaction of the obligations of the Company and its Affiliates to Executive under this Agreement and any other plan, agreement, policy or arrangement of the Company and its Affiliates upon Executive’s termination of employment.

6. **No Mitigation.** In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of any amounts payable to Executive under Section 5 and such amounts shall not be reduced whether or not Executive obtains other employment.

7. **Restrictive Covenants.**

(a) **Confidential Information.** Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to

the Company or its Affiliates, and their respective businesses, which shall have been obtained by Executive during Executive's employment by the Company or any of its Affiliates and which shall not be or become public knowledge (other than by acts by Executive or representatives of Executive in violation of this Agreement) (collectively, "**Confidential Information**"). After termination of Executive's employment with the Company, Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such Confidential Information to anyone other than the Company and those designated by it. Notwithstanding the foregoing, "Confidential Information" shall not include (i) information that at the time of disclosure is already known to the receiving party without any restriction on its disclosure; (ii) information that is or subsequently comes into the possession of the receiving party from a third party without violation of any contractual or legal obligation; (iii) information that is independently developed by the receiving party without the use of Confidential Information or breach of this Agreement; and (iv) information that is otherwise required to be disclosed under applicable laws, regulations or judicial or regulatory process.

(b) **Inventions and Patents.** Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information that relate to the actual or anticipated business, research and development or existing or future products or services of the Company or any of its Affiliates, and that are conceived, developed or made by Executive during Executive's employment with the Company or any of its Affiliates ("**Work Product**") belong to the Company and its Affiliates. Executive shall promptly disclose such Work Product to the Company and its Affiliates and perform all actions reasonably requested by the Company and its Affiliates (whether during or after the Employment Period) to establish and confirm such ownership (including assignments, consents, powers of attorney and other instruments). To the fullest extent permitted by applicable law, all intellectual property (including patents, trademarks and copyrights) that are made, developed or acquired by Executive in the course of Executive's employment with the Company or any of its Affiliates shall be and remain the absolute property of the Company and its Affiliates, and Executive shall assist the Company and its Affiliates in perfecting and defending their rights to such intellectual property.

(c) **Nonsolicitation.** During the period commencing on the Effective Date and ending on the first anniversary of the Date of Termination (the "**Restricted Period**"), Executive shall not directly or indirectly, except in the good faith performance of Executive's duties to the Company: (i) induce or attempt to induce any employee or independent contractor of the Company or any of its Affiliates to leave the Company or such Affiliate, or in any way interfere with the relationship between the Company or any such Affiliate, on the one hand, and any employee or independent contractor thereof, on the other hand; (ii) hire any person who was an employee or independent contractor of the Company or any of its Affiliates until 12 months after such individual's relationship with the Company or such Affiliate has been terminated; or (iii) induce or attempt to induce any customer (whether former or current), supplier, licensee or other business relation of the Company or any of its Affiliates to cease doing business with the Company or such Affiliate, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation, on the one hand, and the Company or any of its Affiliates, on the other hand. Notwithstanding the foregoing, nothing in this Section 7(c) shall prohibit any advertisement or general solicitation (or hiring as a result thereof) that is not specifically targeted at Company's or its Affiliates' employees.

(d) **Noncompetition**. Executive acknowledges that, in the course of Executive's employment with the Company, Executive has become familiar, or shall become familiar, with the Company's and its Affiliates' trade secrets and with other Confidential Information concerning the Company, its Affiliates and their respective predecessors, and that Executive's services have been and shall be of special, unique and extraordinary value to the Company and its Affiliates. Therefore, Executive agrees that, during the Restricted Period, Executive shall not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in any business of the same type as any business in which the Company or any of its Affiliates is engaged on the Date of Termination or in which they have proposed, on or prior to such date, to be engaged in on or after such date and in which Executive has been involved to any extent (other than *de minimis* activities) at any time during the one-year period ending with the Date of Termination, in any locale of any country in which the Company or any of its Affiliates conducts business. Nothing herein shall prohibit Executive from being a passive owner of not more than 4.9% of the outstanding equity interest in any entity which is publicly traded, so long as Executive has no active participation in the business of such entity.

(e) **Nondisparagement**. From and following the Effective Date: (i) Executive shall not make, either directly or by or through another person, any oral or written negative, disparaging or adverse statements or representations of or concerning the Company or any of its Affiliates, any of their clients or businesses or any of their current or former directors, officers or employees; and (ii) the Company and its Affiliates shall not make, either directly or by or through another person, any oral or written negative, disparaging or adverse statements or representations of or concerning Executive; provided, however, that, subject to Section 7(a), nothing herein shall prohibit either party from disclosing truthful information if legally required (whether by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process).

(f) **Return of Property**. Executive acknowledges that all documents, records, files, lists, equipment, computer, software or other property (including intellectual property) relating to the businesses of the Company or any of its Affiliates, in whatever form (including electronic), and all copies thereof, that have been or are received or created by Executive while an employee of the Company or any of its Affiliates are and shall remain the property of the Company and its Affiliates, and Executive shall immediately return such property to the Company upon the Date of Termination and, in any event, at the Company's request. Executive further agrees that any property situated on the premises of, and owned by, the Company or any of its Affiliates, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by personnel of the Company and its Affiliates at any time with or without notice. Notwithstanding the foregoing, Executive may retain Executive's personal contacts and personal compensation data.

(g) **Trade Secrets; Whistleblower Rights**. The Company hereby informs Executive that, notwithstanding any provision of this Agreement to the contrary, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a

suspected violation of law, or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney 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 court order. In addition, notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall impair Executive's rights under the whistleblower provisions of any applicable federal law or regulation or, for the avoidance of doubt, limit Executive's right to receive an award for information provided to any government authority under such law or regulation.

(h) **Executive Covenants Generally.**

(i) Executive's covenants as set forth in this Section 7 are from time to time referred to herein as the "**Executive Covenants**." If any Executive Covenant is finally held to be invalid, illegal or unenforceable (whether in whole or in part), such Executive Covenant shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining Executive Covenants shall not be affected thereby; provided, however, that if any Executive Covenant is finally held to be invalid, illegal or unenforceable because it exceeds the maximum scope determined to be acceptable to permit such provision to be enforceable, such Executive Covenant shall be deemed to be modified to the minimum extent necessary to modify such scope in order to make such provision enforceable hereunder.

(ii) Executive acknowledges that the Company and its Affiliates have (A) expended and shall continue to expend substantial amounts of time, money and effort to develop business strategies, employee, customer and other relationships and goodwill to build an effective organization, and (B) a legitimate business interest in and right to protect their Confidential Information, goodwill and employee, customer and other relationships.

(iii) Executive understands that the Executive Covenants may limit Executive's ability to earn a livelihood in a business similar to the business of the Company, and Executive represents that Executive's experience and capabilities are such that Executive has other opportunities to earn a livelihood and adequate means of support for Executive and Executive's dependents.

(iv) Any termination of (A) Executive's employment, (B) the Employment Period or (C) this Agreement shall have no effect on the continuing operation of this Section 7.

(v) Executive acknowledges that the Company would be irreparably injured by a violation of this Section 7 and that it is impossible to measure in money the damages that shall accrue to the Company by reason of a failure by Executive to perform any of Executive's obligations under this Section 7. Accordingly, if the Company institutes any action or proceeding to enforce any of the provisions of this Section 7, to the extent permitted by applicable law, Executive hereby waives the claim or defense that the Company has an adequate remedy at law, and Executive shall not urge in any such action or proceeding the defense that any such remedy exists at law. Furthermore, in addition to other remedies that may be available,

the Company shall be entitled (without the necessity of showing economic loss or other actual damage) to specific performance and other injunctive relief, without the requirement to post bond, in any court of competent jurisdiction for any actual or threatened breach of any of the covenants set forth in this Section 7. The Restricted Period shall be tolled during (and shall be deemed automatically extended by) any period during which Executive is in violation of the provisions of Section 7(c) or (d), as applicable.

8. **Treatment of Certain Payments.**

(a) In the event that any payments or benefits under this Agreement or otherwise, either alone or together with other payments or benefits that Executive receives or is entitled to receive from the Company or any of its Affiliates (“**Payments**”) would subject Executive to the excise tax under Section 4999 of the Code, the Accounting Firm (as defined below) shall determine whether to reduce any of the Payments paid or payable pursuant to this Agreement (the “**Agreement Payments**”) so that the Parachute Value (as defined below) of all Payments, in the aggregate, equals the Safe Harbor Amount (as defined below). The Agreement Payments shall be so reduced only if the Accounting Firm determines that Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Agreement Payments were so reduced. If the Accounting Firm determines that Executive would not have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Agreement Payments were so reduced, Executive shall receive all Agreement Payments to which Executive is entitled hereunder.

(b) If the Accounting Firm determines that aggregate Agreement Payments should be reduced so that the Parachute Value of all Payments, in the aggregate, equals the Safe Harbor Amount, the Company shall promptly give Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 8 shall be binding upon the Company and its Affiliates and Executive and shall be made as soon as reasonably practicable and in no event later than 15 days following the Date of Termination. For purposes of reducing the Agreement Payments so that the Parachute Value of all Payments, in the aggregate, equals the Safe Harbor Amount, only amounts payable under this Agreement (and no other Payments) shall be reduced. The reduction of the amounts payable hereunder, if applicable, shall be made by reducing the payments and benefits under the following sections in the following order: (i) cash payments that may not be valued under Treas. Reg. § 1.280G-1, Q&A-24(c) (“**24(c)**”); (ii) equity-based payments that may not be valued under 24(c); (iii) cash payments that may be valued under 24(c); (iv) equity-based payments that may be valued under 24(c); and (v) other types of benefits. With respect to each category of the foregoing, such reduction shall occur first with respect to amounts that are not “deferred compensation” within the meaning of Section 409A of the Code and next with respect to payments that are deferred compensation, in each case, beginning with payments or benefits that are to be paid the farthest in time from the determination of the Accounting Firm. All reasonable fees and expenses of the Accounting Firm shall be borne solely by the Company.

(c) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts shall have been paid or distributed by the Company to or for the benefit of Executive pursuant to this Agreement that should not have been so paid or distributed (each, an

“**Overpayment**”) or that additional amounts that shall have not been paid or distributed by the Company to or for the benefit of Executive pursuant to this Agreement could have been so paid or distributed (each, an “**Underpayment**”), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against the Company or Executive that the Accounting Firm believes has a high probability of success determines that an Overpayment has been made, any such Overpayment paid or distributed by the Company to or for the benefit of Executive shall be repaid by Executive to the Company (as applicable) together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code; provided, however, that no such repayment shall be required if and to the extent such deemed repayment would not either reduce the amount on which Executive is subject to tax under Section 1 and Section 4999 of the Code or generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code.

(d) To the extent requested by Executive, the Company shall cooperate with Executive in good faith in valuing, and the Accounting Firm shall take into account the value of, services provided or to be provided by Executive (including Executive’s agreeing to refrain from performing services pursuant to a covenant not to compete or similar covenant, before, on or after the date of a change in ownership or control of the Company (within the meaning of Q&A-2(b) of the final regulations under Section 280G of the Code), such that payments in respect of such services may be considered reasonable compensation within the meaning of Q&A-9 and Q&A-40 to Q&A-44 of the final regulations under Section 280G of the Code and/or exempt from the definition of the term “parachute payment” within the meaning of Q&A-2(a) of the final regulations under Section 280G of the Code in accordance with Q&A-5(a) of the final regulations under Section 280G of the Code.

(e) The following terms shall have the following meanings for purposes of this Section 8:

(i) “**Accounting Firm**” shall mean a nationally recognized certified public accounting firm or other professional organization that is recognized as an expert in determinations and calculations for purposes of Section 280G of the Code that is selected by the Company prior to the transaction resulting in the application (or potential application) of Section 280G of the Code for purposes of making the applicable determinations hereunder, which firm shall not, without Executive’s consent, be a firm serving as accountant or auditor for the person effecting such transaction.

(ii) “**Net After-Tax Receipt**” shall mean the present value (as determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a Payment net of all taxes imposed on Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to Executive’s taxable income for the immediately preceding taxable year, or such other rate(s) as the Accounting Firm determines to be likely to apply to Executive in the relevant tax year(s).

(iii) “**Parachute Value**” of a Payment shall mean the present value as of the date of the change of control for purposes of Section 280G of the Code of the portion of such Payment that constitutes a “parachute payment” under Section 280G(b)(2) of the Code, as determined by the Accounting Firm for purposes of determining whether and to what extent the excise tax under Section 4999 of the Code shall apply to such Payment.

(iv) “**Safe Harbor Amount**” shall mean 2.99 times Executive’s “base amount,” within the meaning of Section 280G(b)(3) of the Code.

9. **Successors.** This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive’s legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its respective successors and assigns. As used in this Agreement, “Company” shall mean the Company as hereinbefore defined and any successor to its businesses and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

10. **Indemnification.** The Company shall indemnify Executive and hold him harmless to the fullest extent permitted by the laws of the State of Delaware against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses, losses and damages resulting from Executive’s good-faith performance of Executive’s duties and obligations with the Company and its Affiliates. The Company shall cover Executive under directors’ and officers’ liability insurance both during and, while potential liability exists, after employment in the same amount and to the same extent as the Company covers its other officers and directors. These obligations shall survive the termination of Executive’s employment with the Company and its Affiliates. If any proceeding is brought or threatened against Executive in respect of which indemnity may be sought against the Company or its Affiliates pursuant to the foregoing, Executive shall notify the Company promptly in writing of the institution of such proceeding and the Company and its Affiliates shall assume the defense thereof and the employment of counsel and payment of all fees and expenses; provided, however, that if a conflict of interest exists between the Company or the applicable Affiliate and Executive such that it is not legally practicable for the Company or the applicable Affiliate to assume Executive’s defense, Executive shall be entitled to retain separate counsel, and the Company or the applicable Affiliate shall assume payment of all reasonable fees and expenses of such counsel.

11. **Miscellaneous.**

(a) **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without reference to principles of conflict of laws, provided that rights to indemnification shall be governed by and in accordance with the laws of the State of Delaware. The Parties irrevocably submit to the jurisdiction of any state or federal court sitting in or for Little Rock, Arkansas with respect to any dispute arising out of or relating to this Agreement or the Release, and each party irrevocably agrees that all claims in respect of such dispute or proceeding shall be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the venue of any dispute arising out of or relating to

this Agreement or the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute or proceeding. Each party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. THE PARTIES HEREBY WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTER CLAIM BROUGHT OR ASSERTED BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. The Company shall reimburse Executive for all reasonable legal fees and expenses incurred by Executive in seeking to obtain or enforce any right or benefit provided under this Agreement.

(b) **Notices.** All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive: To the most recent address on file with the Company.

If to the Company:

Westrock Coffee Company
4009 N. Rodney Parham Road
4th Floor
Little Rock, AR 72212
Attn: Chief Legal Officer

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) **Acknowledgements.** Prior to execution of this Agreement, Executive was advised by the Company of Executive's right to seek independent advice from an attorney of Executive's own selection regarding this Agreement. Executive acknowledges that Executive has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. Executive further represents that, in entering into this Agreement, Executive is not relying on any statements or representations made by any of the directors, officers, employees or agents of the Company that are not expressly set forth herein, and that Executive is relying only upon Executive's own judgment and any advice provided by Executive's attorney.

(d) **Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(e) **Survivability.** The provisions of this Agreement that by their terms call for performance subsequent to the termination of either Executive's employment or this Agreement (including the terms of Sections 5, 7, 8 and 10) shall so survive such termination.

(f) **Section Headings; Construction.** The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation hereof. For purposes of this Agreement, the term “including” shall mean “including, without limitation.”

(g) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(h) **Tax Withholding.** The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(i) **Section 409A.**

(i) **General.** It is intended that payments and benefits made or provided under this Agreement shall not result in penalty taxes or accelerated taxation pursuant to Section 409A of the Code. Any payments that qualify for the “short-term deferral” exception, the separation pay exception or another exception under Section 409A of the Code shall be paid under the applicable exception. For purposes of the limitations on nonqualified deferred compensation under Section 409A of the Code, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. All payments to be made upon a termination of employment under this Agreement may only be made upon a “separation from service” under Section 409A of the Code to the extent necessary in order to avoid the imposition of penalty taxes on Executive pursuant to Section 409A of the Code. In no event may Executive, directly or indirectly, designate the calendar year of any payment under this Agreement, and to the extent required by Section 409A of the Code, any payment that may be paid in more than one taxable year (depending on the time that Executive executes the Release) shall be paid in the later taxable year.

(ii) **Reimbursements and In-Kind Benefits.** Notwithstanding anything to the contrary in this Agreement, all reimbursements and in-kind benefits provided under this Agreement that are subject to Section 409A of the Code shall be made in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (A) any reimbursement is for expenses incurred during Executive’s lifetime (or during a shorter period of time specified in this Agreement); (B) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (C) the reimbursement of an eligible expense shall be made no later than the last day of the calendar year following the year in which the expense is incurred; and (D) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(iii) **Delay of Payments.** Notwithstanding any other provision of this Agreement to the contrary, if Executive is considered a “specified employee” for purposes of Section 409A of the Code (as determined in accordance with the methodology established by the Company and its Affiliates as in effect on the Termination Date), any payment that constitutes nonqualified deferred compensation within the meaning of Section 409A of the Code

that is otherwise due to Executive under this Agreement during the six-month period immediately following Executive's separation from service (as determined in accordance with Section 409A of the Code) on account of Executive's separation from service shall be accumulated and paid to Executive on the first business day of the seventh month following Executive's separation from service (the "**Delayed Payment Date**"), to the extent necessary to prevent the imposition of tax penalties on Executive under Section 409A of the Code. If Executive dies during the postponement period, the amounts and entitlements delayed on account of Section 409A of the Code shall be paid to the personal representative of Executive's estate on the first to occur of the Delayed Payment Date or 30 calendar days after the date of Executive's death.

(j) **Amendments.** No provision of this Agreement shall be modified or amended except by an instrument in writing duly executed by the Parties hereto. No custom, act, payment, favor or indulgence shall be deemed a waiver by the Company of any of Executive's obligations hereunder or release Executive therefrom. No waiver by any party of any breach by the other party of any term or provision hereof shall be deemed to be an assent or waiver by any party to or of any succeeding breach of the same or any other term or provision. This Agreement is personal to and shall not be assignable by any party, but shall inure to the benefit of the Parties hereto and their respective heirs, beneficiaries, successors and assigns.

(k) **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto in respect of the terms and conditions of Executive's employment with the Company and its Affiliates, including Executive's severance entitlements, and, as of the Effective Date, supersedes and cancels in their entirety all prior understandings, agreements and commitments (including the Prior Agreement), whether written or oral, relating to the terms and conditions of employment between Executive, on the one hand, and the Company or its Affiliates, on the other hand. For the avoidance of doubt, this Agreement does not limit the terms of any benefit plans (including equity award agreements) of the Company or its Affiliates that are applicable Executive, except to the extent that the terms of this Agreement are more favorable to Executive.

[Signature page follows]

IN WITNESS WHEREOF, each of Executive and the Company have caused this Agreement to be duly executed and delivered, effective as of the Effective Date.

EXECUTIVE

/s/ Samuel Ford

Samuel Ford

WESTROCK COFFEE COMPANY

By: /s/ T. Christopher Pledger

T. Christopher Pledger
Chief Financial Officer and Chief Administrative Officer

[Signature Page to Employment Agreement]

GENERAL RELEASE OF CLAIMS

THIS GENERAL RELEASE OF CLAIMS (this “**Release**”) is executed by Samuel Ford (“**Executive**”) as of the date set forth on the signature page hereto. For purposes of this Release, reference is made to the Employment Agreement between Westrock Coffee Company (the “**Company**”) and Executive, dated as of August 5, 2026 (the “**Employment Agreement**”). Terms that are capitalized but not defined herein shall have the meanings set forth in the Employment Agreement.

1. General Release and Waiver of Claims.

(a) **Release.** In consideration of the payments and benefits afforded under the Employment Agreement, and after consultation with counsel, Executive and each of Executive’s respective heirs, executors, administrators, representatives, agents, successors and assigns (collectively, the “**Releasors**”) hereby irrevocably and unconditionally release and forever discharge the Company and its Affiliates and each of its officers, employees, directors and agents (“**Releasees**”) from any and all claims, actions, causes of action, rights, judgments, obligations, damages, demands, accountings or liabilities of whatever kind or character (collectively, “**Claims**”) that the Releasors may have arising out of Executive’s employment relationship with and service as an employee, officer or director of the Company and its Affiliates, and the termination of any such relationship or service, in each case up to and including the date Executive executes this Release. Executive acknowledges that the foregoing sentence includes Claims arising under Federal, state or local laws, statutes, orders or regulations that relate to the employment relationship or prohibiting employment discrimination, including Claims under Title VII of the Civil Rights Act of 1964; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act of 1974; the Immigration Reform and Control Act; the Sarbanes-Oxley Act of 2002; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act; the Equal Pay Act; the Fair Credit Reporting Act; Occupational Safety and Health Act; the federal Fair Labor Standards Act; and any other federal, state or local civil, human rights, bias, whistleblower, discrimination, retaliation, compensation, employment, labor or other local, state or federal law, regulation or ordinance.

(b) **Exceptions to Release.** Notwithstanding anything contained herein to the contrary, this Release specifically excludes and shall not affect: (i) the obligations of the Company or its Affiliates set forth in the Employment Agreement and to be performed after the date hereof, including without limitation under in Sections 5, 8 and 10 thereof, or under any other benefit plan, agreement, arrangement or policy of the Company or its Affiliates that is applicable to Executive and that, in each case, by its terms, contains obligations that are to be performed after the date hereof by the Company or its Affiliates; (ii) any indemnification or similar rights Executive has as a current or former officer, director, employee or agent of the Company or its Affiliates, including, without limitation, any and all rights thereto under applicable law, the certificate of incorporation, bylaws or other governance documents or such entities, or any rights with respect to coverage under any directors’ and officers’ insurance policies and/or indemnification agreements; (iii) any Claim the Releasors may have as the holder or beneficial owners of securities of the Company or its Affiliates or other rights relating to securities or equity awards in respect of the common stock of the Company or its Affiliates; (iv) rights to accrued but unpaid salary, paid time off, vacation or other compensation due through the date of termination of employment; (v) any unreimbursed

business expenses; (vi) benefits or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; and (vii) any Claims that may arise in the future from events or actions occurring after the date Executive executes this Release or that Executive may not by law release through an agreement such as this.

(c) **Specific Release of ADEA Claims.** In further consideration of the payments and benefits provided to Executive under the Employment Agreement, the Releasers hereby unconditionally release and forever discharge the Releasees from any and all Claims that the Releasers may have as of the date Employee signs this Release arising under the Federal Age Discrimination in Employment Act of 1967, as amended, and the applicable rules and regulations promulgated thereunder ("**ADEA**"). By signing this Release, Executive hereby acknowledges and confirms the following: (i) Executive was advised by the Company in connection with Executive's termination of employment to consult with an attorney of Executive's choice prior to signing this Release and to have such attorney explain to Executive the terms of this Release, including, without limitation, the terms relating to Executive's release of claims arising under ADEA, and Executive has in fact consulted with an attorney; (ii) Executive was given a period of not fewer than **[twenty-one (21)] [forty-five (45)]** calendar days to consider the terms of this Release and to consult with an attorney of Executive's choosing with respect thereto; and (iii) Executive knowingly and voluntarily accepts the terms of this Release. Executive also understands that Executive has seven (7) calendar days following the date on which Executive signs this Release within which to revoke the release contained in this Section 1(c), by providing the Company a written notice of Executive's revocation of the release and waiver contained in this Section 1(c).

(d) **No Assignment.** Executive represents and warrants that Executive has not assigned any of the Claims being released under this Release.

2. **Proceedings.** Executive has not filed, and agrees not to initiate or cause to be initiated on Executive's behalf, any complaint, charge, claim or proceeding against the Releasees with respect to any Claims released under Section 1(a) or (c) before any local, state or federal agency, court or other body (each, individually, a "**Proceeding**"), and agrees not to participate voluntarily in any Proceeding involving such Claims; provided, however, and subject to the immediately following sentence, nothing set forth here in intended to or shall interfere with Executive's right to participate in a Proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, nor shall this Release prohibit Executive from cooperating with any such agency in its investigation. Executive waives any right Executive may have to benefit in any manner from any relief (whether monetary or otherwise) arising out of any Proceeding involving such Claims, provided that the foregoing shall not apply to any legally protected whistleblower rights (including under Rule 21F under the Exchange Act). For the avoidance of doubt, the term Proceeding shall not include any complaint, charge, claim or proceeding with respect to the obligations of the Company to Executive under the Employment Agreement or in respect of any other matter described in Section 1(b), and Executive retains all of Executive's rights in connection with the same.

3. **Severability Clause.** In the event any provision or part of this Release is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Release, shall be inoperative.

4. **No Admission.** Nothing contained in this Release shall be deemed or construed as an admission of wrongdoing or liability on the part of the Releasees.

5. **Governing Law and Venue.** All matters affecting this Release, including the validity thereof, are to be governed by, and interpreted and construed in accordance with, the laws of the State of Arkansas applicable to contracts executed in and to be performed in that State, provided that rights to indemnification shall be governed by and in accordance with the laws of the State of Delaware.

6. **Counterparts.** This Release may be executed in counterparts and each counterpart shall be deemed an original.

7. **Notices.** All notices, requests, demands or other communications under this Release shall be in writing and shall be deemed to have been duly given when delivered in person or deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, to the party to whom such notice is being given as follows:

As to Employee: Executive's last address on the books and records of the Company

As to the Company: [ADDRESS AS OF DATE OF RELEASE]

Any party may change Executive's address or the name of the person to whose attention the notice or other communication shall be directed from time to time by serving notice thereof upon the other party as provided herein.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS RELEASE AND THAT EXECUTIVE FULLY KNOWS, UNDERSTANDS AND APPRECIATES ITS CONTENTS, AND THAT EXECUTIVE HEREBY EXECUTES THE SAME AND MAKES THIS RELEASE AND THE RELEASE PROVIDED FOR HEREIN VOLUNTARILY AND OF EXECUTIVE'S OWN FREE WILL.

IN WITNESS WHEREOF, Executive has executed this Release on the date set forth below.

Samuel Ford

Dated as of:

-A-4-

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Scott T. Ford, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Westrock Coffee Company;
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 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 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: August 6, 2026

/s/ Scott T. Ford

Scott T. Ford

Chief Executive Officer

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, T. Christopher Pledger, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Westrock Coffee Company;
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 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 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: August 6, 2026

/s/ T. Christopher Pledger

T. Christopher Pledger

Chief Financial Officer and Chief Administrative Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

**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 accompanying Quarterly Report of Westrock Coffee Company (the “Company”) on Form 10-Q for the period ended June 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, T. Christopher Pledger, Chief Financial Officer and Chief Administrative Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

1. The Report fully complies with the requirements of Section 13(a) or Section 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.

Date: August 6, 2026

/s/ T. Christopher Pledger

T. Christopher Pledger

Chief Financial Officer and Chief Administrative Officer
