

研发服务和技术许可框架协议

Research and Development Services and Technology Licensing Framework Agreement

本研发服务和技术许可框架协议(“本协议”)于 2025 年 9 月 22 日由以下各方签订:

This Research and Development Services and Technology Licensing Framework Agreement (the “Agreement”) is made on the 22 day of September 2025

AMONG:

- (1) 吉利汽车控股有限公司(“吉利汽车”), 一家于开曼群岛成立的有限公司, 其股份于香港联合交易所有限公司主板上市(“联交所”)(股票代码: 175 (港币柜台) 及 80175 (人民币柜台)), 其于香港的主要营业地址为香港湾仔港湾道 23 号鹰君中心 23 楼 2301 室;
Geely Automobile Holdings Limited (“Geely Auto”), a limited liability company incorporated in the Cayman Islands whose shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited (“HKEx”) (stock code: 175 (HKD counter) and 80175 (RMB counter)) and whose principal business address in Hong Kong is at Room 2301, 23/F, Great Eagle Centre, 23 Harbour Road, Wan Chai, Hong Kong;
- (2) 浙江吉利控股集团有限公司(“吉利控股”), 一家于中国成立的有限公司, 其地址为中国杭州滨江区江陵路 1760 号;
Zhejiang Geely Holding Group Company Limited (“Geely Holding”), a limited company established in the PRC whose address is at 1760 Jiangling Road, Binjiang District, Hangzhou, Zhejiang, the PRC;
- (3) **ZEEKR Intelligent Technology Holding Limited (“ZEEKR”)**, 一家依照开曼群岛法律组建和存续的有限责任公司, 其注册地址为开曼群岛 KY1-9009 大开曼岛卡玛纳湾莱士路 89 号;
ZEEKR Intelligent Technology Holding Limited (“ZEEKR”), a limited liability company incorporated in the Cayman Islands whose registered address is at 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, Cayman Islands;
- (4) 威睿电动汽车技术(宁波)有限公司(“威睿”), 一家于中国成立的有限责任公司, 其地址为浙江省宁波杭州湾新区银湾东路 198 号;
Viridi E-Mobility Technology (Ningbo) Co., Ltd. (“Viridi”), a limited liability company established in the PRC whose address is at NO.198, YinWan East Road, Ningbo Hangzhou Bay New District, Zhejiang Province;
- (5) 武汉路特斯科技有限公司(“路特斯”), 一家于中国成立的外商独资公司, 其地址为中国湖北省武汉经济技术开发区川江池二路 28 号 3 号楼 A504;
Wuhan Lotus Technology Co., Ltd. (“Lotus”), a wholly foreign-owned company established in the PRC whose address is at A504, Building 3, No. 28 Chuanjiangchi 2nd Road, Wuhan Economic and Technological Development Zone, Hubei Province, the PRC;

- (6) **Polestar Performance AB (“Polestar AB”)**, 一家于瑞典成立的有限责任公司, 其地址为 Assar Gabrielssons vaeg 9, 405 31 Gothenburg, Sweden;
Polestar Performance AB (“Polestar AB”), a limited liability company established in Sweden whose address is at Assar Gabrielssons vaeg 9, 405 31 Gothenburg, Sweden;
- (7) 极星汽车销售有限公司 (“极星中国”), 一家于中国成立的有限责任公司, 其地址为中国四川省成都经济技术开发区 (龙泉驿区) 经开南四路 325 号成都公水联运物流基地 (成都公路口岸) 4 楼 404 号;
Polestar Automotive China Distribution Co., Ltd. (“Polestar China”), a limited liability company established in the PRC whose address is at No. 404, 4/F, Chengdu Public-Water Intermodal Logistics Base (Chengdu Highway Port), No. 325, Jingkai Nan Si Road, Chengdu Economic and Technological Development Zone (Longquanyi District), Sichuan Province, the PRC;
- (8) 浙江翼真新能源汽车有限公司 (“LEVC”), 一家于中国成立的有限责任公司, 其地址为浙江省杭州市萧山区经济技术开发区桥南区块萧山机场快速路以北、高新六路以西 B 幢 21 楼;
Zhejiang LEVC New Energy Automobile Co., Ltd. (“LEVC”), a limited liability company established in the PRC whose address is at 21st Floor, Building B, North of Xiaoshan Airport Express Road and west of Gaoxin 6 Road, Qiaonan Block, Economic and Technological Development Zone, Xiaoshan District, Hangzhou, Zhejiang, the PRC;
- (9) 智马达汽车有限公司 (“智马达”), 一家于中国成立的有限责任公司, 其地址为浙江省宁波市慈溪市杭州湾新区滨海二路 818 号;
smart Automobile Co., Ltd. (“smart”), a limited company established in the PRC, whose address is at Binhai 2nd Road 818, Ningbo Hangzhou Bay New District, Zhejiang Province;
- (10) **ECARX Holdings Inc (“ECARX”)**, 一家于开曼群岛成立的有限公司, 其地址为 Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands;
ECARX Holdings Inc (“ECARX”), a limited liability company established in the Cayman Islands whose address is at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands;
- (11) **Aurobay Holding (SG) PTE. LTD (“极光湾”)**, 一家于新加坡成立的有限责任 (私人) 股份公司, 其地址为 6 RAFFLES QUAY, #14-02, SINGAPORE 048580;
Aurobay Holding (SG) PTE. LTD (“Aurobay”), a private company limited by shares established in the Singapore, whose address is at 6 RAFFLES QUAY, #14-02, SINGAPORE 048580;
- (12) 重庆睿蓝汽车科技有限公司 (“睿蓝汽车”), 一家于中国成立的有限责任公司, 其地址为重庆市两江新区鸳鸯街道金山大道 668 号;
Chongqing LIVAN Automobile Technology Co., Ltd. (“LIVAN Automobile”), a limited liability company established in the PRC, whose address is at No. 668, Jinshan Avenue, Yuanyang Subdistrict, Liangjiang New Area, Chongqing City;
- (13) 浙江耀宁科技集团有限公司 (“耀宁科技”), 一家于中国成立的有限责任公司, 其地址为浙江省宁波杭州湾新区滨海七路 198 号;
Zhejiang YoeNing Technology Group Co., Ltd. (“YoeNing Technology”), a limited liability company established in the PRC, whose address is at No. 198, Binhai 7th Road, Ningbo Hangzhou Bay New District, Zhejiang Province;

- (14) 无锡星驱科技有限公司 (“星驱科技”), 一家于中国成立的有限责任公司, 其地址为无锡市惠山工业转型集聚区北惠路 98 号;
Wuxi InfiMotion Technology Co., Ltd. (“InfiMotion”), a limited liability company established in the PRC, whose address is at No. 98, Beihui Road, Huishan Industrial Transformation and Agglomeration Zone, Wuxi City;
- (15) 浙江吉曜通行能源科技有限公司 (“吉曜”), 一家于中国成立的有限责任公司, 其地址为浙江省杭州市桐庐县凤川街道姚家路 16 号快递科技创研中心 10 楼 1015 室;
Zhejiang Jiyao Pass Energy Technology Co., Ltd. (“Jiyao”), a limited liability company established in the PRC, whose address is at 1015 Room, 10th Floor, Express Technology Research Center, No. 16, Yaojialu, Fengchuan Street, Tonglu County, Hangzhou City, Zhejiang Province;
- (16) 浙江醇氢生态科技有限公司 (“醇氢生态”), 一家于中国成立的有限责任公司, 其地址为浙江省杭州市滨江区西兴街道阡陌路 482 号 A 楼 3 层 3651 室;
Zhejiang Chunqing Ecological Technology Co., Ltd. (Chunqing Ecological”), a limited liability company established in the PRC, whose address is at Room 3651, 3rd Floor, Building A, No. 482 Qianmo Road, Xixing Sub-district, Binjiang District, Hangzhou City, Zhejiang Province;
- (17) 远程商用车科技有限公司 (“远程科技”), 一家于中国成立的有限责任公司, 其地址为中国 (浙江) 自由贸易试验区杭州市西兴街道江陵路 1760 号 1 号楼 624 室;
Farizon Commercial Vehicle Technology Co., Ltd. (“Farizon Technology”), a limited liability company established in the PRC, whose address is at Room 624, Building 1, No. 1760 Jiangling Road, Xixing Street, Hangzhou City, China (Zhejiang) Pilot Free Trade Zone;
- (18) 浙江远程新能源商用车集团有限公司 (“远程商用车”), 一家于中国成立的有限责任公司, 其地址为杭州市滨江区江陵路 1760 号 1 号楼 612 室;
Zhejiang Farizon New Energy Commercial Vehicles Group Co., Ltd. (“Farizon Commercial Vehicles”), a limited liability company established in the PRC, whose address is at Room 612, Building 1, No. 1760 Jiangling Road, Binjiang District, Hangzhou City;
- (19) 山东吉利新能源商用车有限公司 (“山东吉利新能源”), 一家于中国成立的有限责任公司, 其地址为山东省淄博市淄川经济开发区西谭社区眉山路 99 号;
Shandong Geely New Energy Commercial Vehicle Co., Ltd. (“Shandong Geely New Energy”), a limited liability company established in the PRC, whose address is at No. 99, Meishan Road, Xitan Community, Zichuan Economic Development Zone, Zibo City, Shandong Province;
- (20) 曹操出行有限公司 (“曹操出行”), 一家于开曼群岛注册成立的有限公司, 其股份于香港联合交易所有限公司主板上市 (股票代码: 2643), 于香港主要营业地址为香港湾仔皇后大道东 183 号合和中心 46 楼;
CaoCao Inc. (“CaoCao”), a limited liability company incorporated in the Cayman Islands whose shares are listed on the Main Board of HKEx (stock code: 2643) and whose principal business address in Hong Kong is at 46/F, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong;

以上各方单称为“一方”, 合称为“各方”。

each a **Party** and together the **Parties**.

鉴于：

- (A) 根据联交所《证券上市规则》及其修订（“上市规则”），吉利控股及李书福先生分别为吉利汽车之主要股东（上市规则定义）；并且 ZEEKR、威睿、路特斯、Polestar AB、极星中国、LEVC、智马达、ECARX、极光湾、睿蓝汽车、耀宁科技、星驱科技、吉曜、醇氢生态、远程科技、远程商用车、山东吉利新能源及曹操出行均为吉利控股及/或李书福先生之联系人(上市规则定义)。据此，前述各方均为吉利汽车之关连人士(上市规则定义)。吉利汽车及其附属公司（“吉利汽车集团”）与吉利控股及其附属公司（“吉利控股集团”）、ZEEKR 及其附属公司（“ZEEKR 集团”）、威睿及其附属公司（“威睿集团”）、路特斯及其附属公司（“路特斯集团”）、Polestar AB 及其附属公司与极星中国及其附属公司(“极星集团”)、LEVC 及其附属公司（“LEVC 集团”）、智马达及其附属公司（“智马达集团”）、ECARX 及其附属公司（“ECARX 集团”）、极光湾及其附属公司（“极光湾集团”）、睿蓝汽车及其附属公司（“睿蓝汽车集团”）、耀宁科技及其附属公司（“耀宁集团”）、星驱科技及其附属公司（“星驱集团”）、吉曜及其附属公司（“吉曜集团”）、醇氢生态及其附属公司（“醇氢生态集团”）、远程科技及其附属公司（“远程科技集团”）、远程商用车及其附属公司（“远程商用车集团”）、山东吉利新能源及其附属公司（“山东吉利新能源集团”）、曹操出行及其附属公司（“曹操出行集团”）之间持续进行的交易将构成上市规则项下的持续性关连交易。

Pursuant to the Listing Rules (as defined below), each of Geely Holding and Mr. Li Shufu is the substantial shareholder of Geely Auto. Each of ZEEKR, Viridi, Lotus, Polestar AB, Polestar China, LEVC, smart, ECARX, Aurobay, LIVAN Automobile, YoeNing Technology, InfiMotion, Jiyao, Chunqing Ecological, Farizon Technology, Farizon Commercial Vehicles, Shandong Geely New Energy and CaoCao is an associate (as defined by the Listing Rules) of Geely Holding and/or Mr. Li Shufu. As such, the aforesaid parties are the connected persons (as defined by the Listing Rules) of Geely Auto. The continuing transactions among Geely Auto and its subsidiaries (the “**Geely Auto Group**”), Geely Holding and its subsidiaries (the “**Geely Holding Group**”), ZEEKR and its subsidiaries (the “**ZEEKR Group**”), Viridi and its subsidiaries (the “**Viridi Group**”), Lotus and its subsidiaries (the “**Lotus Group**”), Polestar AB and its subsidiaries and Polestar China and its subsidiaries (the “**Polestar Group**”), LEVC and its subsidiaries (the “**LEVC Group**”), smart and its subsidiaries (the “**smart Group**”), ECARX and its subsidiaries (the “**ECARX Group**”), Aurobay and its subsidiaries (the “**Aurobay Group**”), LIVAN Automobile and its subsidiaries (the “**LIVAN Automobile Group**”), YoeNing Technology and its subsidiaries (the “**YoeNing Group**”), InfiMotion and its subsidiaries (the “**InfiMotion Group**”), Jiyao and its subsidiaries (the

“Jiyao Group”), Chunqing Ecological and its subsidiaries (the “Chunqing Ecological Group”), Farizon Technology and its subsidiaries (the “Farizon Technology Group”), Farizon Commercial Vehicles and its subsidiaries (the “Farizon Commercial Vehicles Group”), Shandong Geely New Energy and its subsidiaries (the “Shandong Geely New Energy Group”) and CaoCao and its subsidiaries (the “CaoCao Group”) constitute continuing connected transactions under the Listing Rules.

- (B) 为满足吉利汽车集团的业务发展，吉利汽车集团拟(i)向关连方研发服务接受方（定义见下文）提供吉利汽车服务（定义见下文）和/或吉利汽车其他服务（定义见下文），以及（ii）向关连方研发服务提供商（定义见下文）购买研发服务（“交易”）。

To meet the business development of the Geely Auto Group, the Geely Auto Group intends to (i) provide the Geely Auto Services (as defined below) and/or Geely Auto Other Services (as defined below) to the Related Party R&D Service Recipients (as defined below) and (ii) purchase certain R&D services from the Related Party R&D Service Providers (as defined below) (the “Transactions”).

- (C) 各方有意根据上市规则签订本协议，就该等持续关连交易制定原则性规定。
The Parties have agreed to enter into this Agreement to set out general principles to regulate the continuing connected Transactions in accordance with the Listing Rules.

现特此约定如下：

NOW IT IS HEREBY AGREED as follows:-

1. 定义 Definition

- 1.1 除非本协议上下文中另有规定，下述词句在本协议中有以下的含义：
Unless otherwise specified in the Agreement, the following words and expressions shall have the following meanings:

2023 协议 2023 Agreement	2023 年 9 月 15 日，吉利汽车、吉利控股、ZEEKR 以及其他若干关连方签订的研发服务及技术许可协议，其相关信息已在吉利汽车同日发布的公告中披露。 the research and development services and technology licensing agreement dated 15 September 2023 entered into among Geely Auto, Geely Holding, ZEEKR and certain other related parties, the information of which were disclosed in Geely Auto’s announcement dated the same date
联系人 associate(s)	具有上市规则赋予的含义 has the meaning ascribed to it in the Listing Rules

交割日 Closing Date	先决条件满足日 the date on which the Condition has been fulfilled
先决条件 Condition	第 8.1 条约定之先决条件 the condition precedent set out in Clause 8.1
关连人士 connected person(s)	具有上市规则赋予的含义 has the meaning ascribed to it in the Listing Rules
现有主体 Existing Parties	吉利控股、ZEEKR、路特斯、Polestar AB、极星中国、LEVC 及智马达的合称 collectively, Geely Holding, ZEEKR, Lotus, Polestar AB, Polestar China, LEVC and smart
财政年度 financial year	公历每年一月一日起至十二月三十一日（含）止的年度 the period from January 1 to 31 December (inclusive)
吉利汽车服务 Geely Auto Services	具有本协议第 3.1 条赋予的含义 has the meaning given to it in Clause 3.1
吉利汽车服务年度上限 Geely Auto Services Annual Caps	具有本协议第 3.3 条赋予的含义 has the meaning given to it in Clause 3.3
吉利汽车服务费 Geely Auto Service Fees	吉利汽车集团就提供吉利汽车服务和吉利汽车其他服务收取的费用 the fees to be charged by the Geely Auto Group for provision of the Geely Auto Services and the Geely Auto Other Services
吉利汽车其他服务 Geely Auto Other Services	具有本协议第 3.2 条赋予的含义 has the meaning given to it in Clause 3.2
香港 Hong Kong	香港特别行政区 the Hong Kong Special Administrative Region
上市规则 Listing Rules	香港联合交易所有限公司证券上市规则及其修订 The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and its amendments from time to time
独立股东 Independent Shareholder	除李书福先生及/或吉利汽车董事（如适用）及彼等之联系人以外的吉利汽车之股东 shareholders of Geely Auto other than Mr. Li Shufu and/or Geely Auto's directors (if applicable) and their respective associates
新主体 New Parties	威睿、ECARX、极光湾、睿蓝汽车、耀宁科技、星驱科技、吉曜、醇氢生态、远程科技、远程商用车、山东吉利新能源和曹操出行的合称 collectively, Viridi, ECARX, Aurobay, LIVAN Automobile, YoeNing Technology, InfiMotion, Jiyao, Chunqing Ecological, Farizon Technology, Farizon Commercial Vehicles, Shandong Geely New Energy and CaoCao

中国 PRC	中华人民共和国，为本协议之目的不包括香港、澳门特别行政区及台湾 the People's Republic of China, and for the purpose of this Agreement, excluding Hong Kong, the Macau Special Administrative Region and Taiwan
研发 R&D	研究及开发 research and development
关连方研发服务提供商 Related Party R&D Service Providers	吉利控股集团、ZEEKR 集团、威睿集团、LEVC 集团、ECARX 集团、极光湾集团、睿蓝汽车集团、耀宁集团、星驱集团、吉曜集团、曹操出行集团（合称关连方研发服务提供商）同意根据本协议的条款和条件向吉利汽车集团提供相关研发服务 collectively, the Geely Holding Group, the ZEEKR Group, the Viridi Group, the LEVC Group, the ECARX Group, the Aurobay Group, the LIVAN Automobile Group, the YoeNing Group, the InfiMotion Group, the Jiyao Group and the CaoCao Group, which have agreed to provide related R&D services to the Geely Auto Group in accordance with terms and conditions of this Agreement
关连方研发服务接受方 Related Party R&D Service Recipients	吉利汽车集团已同意按照本协议的条款和条件向吉利控股集团、ZEEKR 集团、威睿集团、路特斯集团、极星集团、LEVC 集团、智马达集团、极光湾集团、睿蓝汽车集团、耀宁集团、星驱集团、吉曜集团、醇氢生态集团、远程科技集团、远程商用车集团、山东吉利新能源集团和曹操出行集团（合称为关连方研发服务接受方）提供相关吉利汽车服务和吉利汽车其他服务： collectively, the Geely Holding Group, the ZEEKR Group, the Viridi Group, the Lotus Group, the Polestar Group, the LEVC Group, the smart Group, the Aurobay Group, the LIVAN Automobile Group, the YoeNing Group, the InfiMotion Group, the Jiyao Group, the Chunqing Ecological Group, the Farizon Technology Group, the Farizon Commercial Vehicles Group, the Shandong Geely New Energy Group and the CaoCao Group, to which the Geely Auto Group have agreed to provide the related Geely Auto Services and Geely Auto Other Services in accordance with terms and conditions of this Agreement
研发集团服务 R&D Group Services	具有本协议第 4.1 条赋予的含义 has the meaning given to it in Clause 4.1
研发集团服务年度上限 R&D Group Services Annual Caps	具有本协议第 4.3 条赋予的含义 has the meaning given to it in Clause 4.3
研发集团服务费 R&D Group Services Fees	关连方研发服务提供商为提供研发集团服务和研发集团其他服务而收取的费用 the fees to be charged by the Related Party R&D Service Providers for provision of the R&D Group Services and the R&D Group Other Services

研发集团其他服务 R&D Group Other Services	第 4.2 条所述含义 has the meaning given to it in Clause 4.2
人民币 RMB	中华人民共和国之法定货币 the lawful currency of the PRC
股东 Shareholders	吉利汽车股份持有人 Holders of the shares of Geely Auto
附属公司 subsidiary	具有上市规则赋予的含义 has the meaning ascribed to it in the listing rules
联交所 Stock Exchange or HKEx	香港联合交易所有限公司 The Stock Exchange of Hong Kong Limited
有效期 Term	具有本协议第 7 条赋予的含义 has the meaning given to it in Clause 7

- 1.2 本协议中对说明和条款的引用均指本协议中的说明和条款，并且本协议的说明应被视为构成本协议不可分割的一部分。

References in this Agreement to Recitals and Clauses are to recitals and clauses in to this Agreement and the Recitals to this Agreement shall be deemed to form an integral part of this Agreement.

- 1.3 插入标题仅为方便起见，不影响本协议的解释。

Headings are inserted for convenience only and shall not affect the construction of this Agreement.

2. 提供研发服务之原则

Principle of the Provision of the R&D Services

- 2.1 交易应以合法、公平及合理为前提和原则，并应履行各方审批及/或披露流程。

The Transactions shall be conducted on the principle of lawfulness, fairness and reasonableness, and all relevant approval and/or disclosure procedures of the Parties shall be followed.

3. 吉利汽车服务

Geely Auto Services

- 3.1 吉利汽车（为其本身及代表其附属公司）同意在本协议有效期内按照本协议规定的条件应关连方研发服务接受方之要求提供有关研发服务，包括但不限于：汽车及关键零部件等研发、技术验证和试验、技术咨询服务、技术支持服务及技术许可等（“吉利汽车服务”）。

Geely Auto (for itself and on behalf of its subsidiaries) agrees to provide the relevant R&D and technical services at the request of the Related Party R&D Service Recipients in accordance with the terms set forth herein during the Term, including but not limited to, the R&D in relation to automobile and key automobile parts, technical verification and testing, technical consultation services, technical support services and technology licensing, etc. (the “**Geely Auto Services**”).

- 3.2 受限于本协议的条款和条件，关连方研发服务接受方可要求吉利汽车集团提供上述服务内容之外的任何其他相关研发服务（“吉利汽车其他服务”）。若吉利汽车集

团能够提供吉利汽车其他研发服务，吉利汽车集团应予提供，但前提是须遵守上市规则的规定及按正常的商业条款及公平原则厘定，并符合吉利汽车股东整体利益。

Subject to the terms and conditions of this Agreement, the Related Party R&D Service Recipients may request the Geely Auto Group to provide any other relevant R&D services other than the Geely Auto Services (the “**Geely Auto Other Services**”). If the Geely Auto Group is able to provide the Geely Auto Other R&D Services, the Geely Auto Group shall provide such services, **provided that** the provision of the Geely Auto Other R&D Services shall comply with the requirements of the Listing Rules and be determined on normal commercial terms and fair and reasonable, and are in the interest of the Shareholders a whole.

- 3.3 吉利汽车根据本协议于 2025 年 1 月 1 日至 2027 年 12 月 31 日财政年度期间提供吉利汽车服务和吉利汽车其他服务（如有）所涉及的年度金额不得超过以下上限（“吉利汽车服务年度上限”）：

The annual transaction amount of the provision of the Geely Auto Services and the Geely Auto Other Services (if any) during the financial years from 1 January 2025 to 31 December 2027 under this Agreement shall not exceed the following caps (the “**Geely Auto Services Annual Caps**”).

	<u>2025 年</u> <u>Year 2025</u>	<u>2026 年</u> <u>Year 2026</u>	<u>2027 年</u> <u>Year 2027</u>
	人民币千元 RMB'000	人民币千元 RMB'000	人民币千元 RMB'000
吉利汽车服务 Geely Auto Services	10,873,293	12,466,882	13,543,669

- 3.4 于有效期届满前四(4)个月，各方须重新商议及厘定吉利汽车服务和吉利汽车其他服务（如有）的年度上限。吉利汽车须根据上市规则的相关规定进行公告及获得吉利汽车独立股东批准（如适用）。

Within four (4) months prior to the expiry of the Term, the Parties shall negotiate and determine the new annual caps for the Geely Auto Services and the Geely Auto Other Services (if any). Geely Auto shall make announcement in accordance with the requirements of the Listing Rules and obtain the approval of the Independent Shareholders (if applicable).

- 3.5 关连方研发服务接受方应付吉利汽车集团之服务费将按一般商业条款进行并按公平原则商议，并且：

The service fees payable by the Related Party R&D Service Recipients to the Geely Auto Group shall be negotiated on normal commercial terms and on a fair and reasonable basis, and:

- (a) 倘若有公允的市场价格，按市价或不逊于吉利汽车集团给予独立第三方或关连方研发服务接受方从独立第三方获得相类似服务的条款厘定；
if there is an arm's length market price for comparable R&D services or technology licensing services, the service fees shall be at the market price or on terms no less favourable than those provided by the Geely Auto Group to the independent third parties or similar services which the Related Party R&D Service Recipients obtain from the independent third parties; and

- (b) 倘若无可参考公允市场价格，则参考以下定价方式：
if there is no such market price, the following methods will be considered:

- i. 基础模块架构技术许可服务费(“吉利汽车技术许可费”)应按以下公式计算:

吉利汽车技术许可费=产品收入¹×架构占比²×费率³;

注 1: 产品收入指产品的销售收入;

注 2: 架构占比指相关技术研发投入占该产品整体技术投入的比例; 及

注 3: 费率指基于独立注册会计师事务所或具备相同专业资格的机构出具的分析报告约定的上下四分位作为区间拟定。

就本协议而言, 吉利汽车技术许可费不适用于吉利汽车集团向极星集团提供的服务, 吉利汽车集团仅向极星集团提供研发类服务, 其定价按第 3.5(b)(ii)条的规定; 及

The basic module architecture technology licensing service fee (the “**Geely Auto’s Technology Licensing Service Fee**”) shall be calculated according to the following formula:

Geely Auto’s Technology Licensing Service Fee = Product Revenue¹×Architecture Proportion²×Rate³

Note 1: Product Revenue means the sales revenue of the relevant products;

Note 2: Architecture Proportion means the ratio of R&D expenditure attributable to the relevant technology to the total R&D investment in the product; and

Note 3: Rate is based on the upper and lower quartiles agreed in the analysis report issued by an independent certified public accountant or an institution with the same professional qualifications.

For the purpose of this Agreement, the Geely Auto’s Technology Licensing Service Fee is not applicable to the Polestar Group as the Geely Auto Group provides and will only provide the R&D services to the Polestar Group, which shall be calculated in accordance with Clause 3.5(b)(ii) below; and

- ii. 除吉利汽车技术许可费之外的研发服务费应按成本加成方式计算, 即吉利汽车根据所提供与研发相关的服务成本(含相关税费), 加成合理的利润率作为吉利汽车集团提供服务的对价。该利润率将基于独立注册会计师事务所或具有相同专业资格的机构出具的分析报告约定的上下四分位作为区间拟定。

Other than the Geely Auto’s Technology Licensing Service Fee, the Geely Auto Service Fees relating to the R&D services shall be calculated on the cost-plus basis, i.e. Geely Auto will add a reasonable profit margin based on the cost of the services provided (including relevant taxes) as the consideration for the services provided by the Geely Auto Group. Such profit margin will be based on the range between the upper and lower quartiles agreed in the analysis report issued by an independent certified public accountant or an institution with the same professional qualifications.

- (c) 各方同意本条所规定的定价原则于有效期内维持不变。

The Parties agree that the principle pricing term set out in this Clause shall remain the same during the Term.

4. 研发集团服务

R&D Group Services

- 4.1 关连方研发服务提供商（为其本身及代表其附属公司）同意在有效期内按照本协议规定的条件应吉利汽车集团之要求提供有关研发和技术服务，包括但不限于：新能源、智能驾驶技术、新产品等研究与开发，技术验证和试验，技术咨询服 务，技术支持服务，车型技术授权服务等（“研发集团服务”）。

The Related Party R&D Service Providers (for themselves and on behalf of their subsidiaries) agree to provide relevant R&D and technical services at the request of the Geely Auto Group in accordance with the terms set forth herein during the Term, including but not limited to, the R&D of NEV technologies and intelligent driving technologies, technical verification and testing, technical consultation services, technical support services and technology licensing, etc. (the “R&D Group Services”).

- 4.2 受限于本协议的条款和条件，吉利汽车集团可要求关连方研发服务提供商提供研发集团服务之外的任何其他相关研发服务(“研发集团其他服务”)。若关连方研发服务提供商能够提供研发集团其他服务，关连方研发服务提供商应予以提供，但前提是吉利汽车须遵守上市规则的规定及按正常的商业条款及公平原则厘定，并符合吉利汽车股东整体利益。

Subject to the terms and conditions of the Agreement, the Geely Auto Group may request the Related Party R&D Service Providers to provide any other relevant R&D services other than the R&D Group Services (the “R&D Group Others Services”). If the Related Party R&D Service Providers are able to provide the R&D Group Other Services, the Related Party R&D Service Providers shall provide such services, *provided that* the provision of such services shall comply with the requirements of the Listing Rules and be determined on normal commercial terms and fair and reasonable, and are in the interest of the Shareholders as a whole.

- 4.3 有效期内提供研发集团服务和研发集团其他服务（如有）的年度交易金额不得超过以下上限（“研发集团服务年度上限”）：

The annual transaction amount of the provision of the R&D Group Services and the R&D Group Other Services (if any) during the Term shall not exceed the following caps (the “R&D Group Services Annual Caps”).

	2025 年 Year 2025	2026 年 Year 2026	2027 年 Year 2027
	人民币千元 RMB'000	人民币千元 RMB'000	人民币千元 RMB'000
研发集团服务 R&D Group Services	6,012,227	4,904,545	5,347,465

- 4.4 于有效期届满前的四(4)个月，吉利汽车、关连方研发服务提供商须重新商议及厘定研发集团服务和研发集团其他服务（如有）的年度上限。吉利汽车须根据上市规则的相关规定进行公告和获得吉利汽车独立股东批准（如适用）。

Within four (4) months prior to the expiry of the Term, Geely Auto and the Related Party R&D Service Providers shall negotiate and determine the annual caps for the R&D Group Services and the R&D Group Other Services (if any). Geely Auto shall make announcement in

accordance with the requirements of the Listing Rules and obtain the approval of the Independent Shareholders (if applicable).

4.5 吉利汽车集团应向关连方研发服务提供商支付的服务费（“研发集团服务费”）应在正常商业条款和公平合理的基础上进行谈判，并且：

The service fees payable by the Geely Auto Group to the Related Party R&D Service Providers (the “**R&D Group Services Fees**”) shall be negotiated on normal commercial terms and on a fair and reasonable basis, and:

- (a) 倘若有可参考市场价格，按市价或不逊于关连方研发服务提供商给予独立第三方或吉利汽车集团从独立第三方获得的条款厘定。

if there is a fair arm's length market price for comparable R&D Services or technology licensing services, the service fees shall be at the market price or on terms no less favourable than those provided by the Related Party R&D Service Providers to the independent third parties or similar services which the Geely Auto Group can obtain from the independent third parties.

- (b) 倘若无可参考公允市场价格，则参考以下定价方式：

if there is no such prevailing market price, the following methods will be considered:

- i. 基础模块架构技术许可服务费（“研发集团技术许可费”）应按以下公式计算：

研发集团技术许可费=产品收入¹×架构占比²×费率³

注 1：产品收入指产品的销售收入；

注 2：架构占比指相关技术研发投入占该产品整体技术投入比例；及

注 3：费率指基于独立注册会计师事务所或具备相同专业资格的机构出具的分析报告约定的上下四分位作为区间拟定。

The basic module architecture technology licensing service fee (the “**R&D Group Technology Licensing Service Fee**”) shall be calculated according to the following formula:

R&D Group Technology Licensing Service Fee = Product Revenue¹×Architecture Proportion²×Rate³

Note 1: Product Revenue means the sales revenue of the relevant products;

Note 2: Architecture Proportion means the ratio of the R&D expenditure attributable to the relevant technology to the total R&D investment of the product; and

Note 3: Rate is based on the upper and lower quartiles agreed in the analysis report issued by an independent certified public accountant or an institution with the same professional qualifications.

- ii. 除研发集团技术许可费之外的与研发相关的研发集团服务费应按成本加成方式计算，即吉利汽车根据所提供服务的成本(含相关税费)，加成合理的利润率作为向吉利汽车提供服务的对价。该利润率将基于独立注册会计师事务所或具有相同专业资格的机构出具的分析报告约定的上下四分位作为区间拟定。

Other than the R&D Group Technology Licensing Service Fee, R&D Group Services Fees relating to the R&D services shall be calculated on the cost-plus basis, i.e. a reasonable profit margin based on the cost of the services provided (including relevant taxes) will be added as the consideration for the services received by the Geely Auto Group. Such profit margin will be based on the range between the upper and lower quartiles agreed in the analysis report issued by the independent certified public accountant or an institution with the same professional qualifications.

- (c) 吉利汽车和关连方研发服务提供商同意本条所规定的定价原则于有效期内维持不变。

Geely Auto and the Related Party R&D Service Providers agree that the principle pricing term set out in this Clause shall remain the same during the Term.

5. 支付方式 **Payment**

- 5.1 按本协议提供的服务，按 60 天付款期（或各方磋商一致的其他时间）支付（磋商形式包括但不限于签署单独协议、会议纪要、邮件等书面形式）。逾期支付的将需以中国人民银行同期贷款利率计息。

The services provided under this Agreement shall be settled within a 60-day period (or at any other agreed-upon time as mutually agreed by the Parties. The negotiation process may include but is not limited to signing separate agreements, meeting minutes, emails, etc. in written form). Any overdue payment will be charged with default interest, which will be calculated based on the PBOC's benchmark lending rate for the corresponding period.

6. 陈述及保证 **Warranties and Undertakings**

- 6.1 吉利汽车负责对本协议的执行，包括但不限于：对吉利汽车服务年度上限及研发集团服务年度上限计算进行监察；定价政策由吉利汽车负责监督及监管，以确保本协议按一般商业条款进行。吉利汽车之内部审核部门将进行定期检查以审核上述业务是否已根据本协议之条款及定价政策进行。吉利汽车亦将委聘其核数师对持续关连交易进行年度审核。

Geely Auto shall be responsible for the performance of this Agreement, including but not limited to, monitoring the Geely Auto Services Annual Caps and the R&D Group Services Annual Caps. The pricing policy under this Agreement is supervised and regulated by Geely Auto to ensure that this Agreement is entered into on normal commercial terms. Geely Auto's internal audit department will conduct periodic inspections to review whether the transactions contemplated herein are conducted in accordance with the terms of this Agreement. Geely Auto will also engage its auditors to conduct an annual review of the continuing connected transactions contemplated herein.

- 6.2 关连方研发服务接受方承诺及保证于吉利汽车要求时准许及配合吉利汽车的核数师对本协议项下交易进行审计。有关审计的费用由吉利汽车自行负责。

The Related Party R&D Service Recipients undertake that they will cooperate with Geely Auto's auditor in a timely manner for conducting the audit of the transactions contemplated under this Agreement. The costs and expenses related to the aforesaid auditing shall be borne by Geely Auto.

7. 有效期
Term

- 7.1 受限于第 9 条提前终止条款，本协议期限自交割日起至 2027 年 12 月 31 日（“期限”）。

This Agreement shall have a term commencing on the Closing Date until 31 December 2027 (the “Term”), subject to early termination set out in Clause 9 Termination.

8. 先决条件
Condition Precedent

- 8.1 就本协议及其项下之交易，吉利汽车已遵守上市规则的规定。

This Agreement and the transactions hereunder are subject to Geely Auto having complied with the relevant requirements of the Listing Rules.

- 8.2 如先决条件未能于 2025 年 12 月 31 日以前或各方书面同意的其它时间得以满足，本协议将失效并且各方于本协议项下的义务和责任也将停止及终止。

If the Condition has not been fulfilled on or before 31 December 2025 (or such later date as the Parties may agree in writing), the Agreement will lapse and all the obligations and liabilities of the Parties will cease and terminate.

9. 终止
Termination

- 9.1 除依据上述第 8.2 条终止外，本协议亦可因下列原因终止而各方对本协议之所有义务及责任将告停止及终止：

Save for Clause 8.2, this Agreement may also be terminated and all the obligations and liabilities of the Parties hereunder shall cease and terminate:

(a) 各方达成书面同意终止本协议；或
the Parties agree to terminate this Agreement by written consents; or

(b) 各方及其联系人不再是吉利汽车的关连人士。
the Parties and their respective associates are no longer connected persons of Geely Auto.

- 9.2 尽管有前述规定，若一方及其联系人不再是吉利汽车的关连人士，此情形不影响本协议其余各方在本协议项下的权利和义务。

Notwithstanding the foregoing, if one Party and its associates cease to be connected persons of Geely Auto, this shall not affect the remaining Parties' rights and obligations under this Agreement.

10. 违约责任
Breach of this Agreement

- 10.1 如果任何一方（“违约方”）严重违反本协议的任何条款，且在另一方（“非违约方”）就其违约行为和违约方发出书面通知后，若在书面通知规定的合理期限内仍未纠正该违约行为（如果该违约行为能够纠正），则非违约方可以终止本协议。同时，违约方应赔偿守约方因其违约行为而造成的一切损失。本协议的终

止不应影响任何一方因违反本协议而对另一方享有的权利或在终止之前产生的责任。

If any one Party (the “**Defaulting Party**”) has committed a material breach in any terms of this Agreement, and after the other Party (the “**Non-Defaulting Party**”) has issued a written notice on its breach behavior and the Defaulting Party still fails to remediate such breach (if such breach is capable of being remediated) within a reasonable period as specified in the written notice, then the Non-Defaulting Party may terminate this Agreement. At the same time, the Defaulting Party shall indemnify the Non-Defaulting Party for all losses arising from its breach. The termination of this Agreement shall be without prejudice to the rights of any Party against the other Party for any breach of this Agreement or liability accrued prior to such termination.

- 10.2 各方特此向其他方确认并同意，在本协议期限内，如果违反任何法律、法规和/或监管要求（包括但不限于任何保密要求），或违反与任何第三方的合同，由此产生的任何索赔、赔偿、罚款或损失应由其作为责任方单独承担；如果因此而使其他方遭受任何索赔、赔偿、罚款或损失，责任方应赔偿或补偿所有此类损失。

Each Party hereby confirms and agrees with the other Party that during the Term, if it has violated any laws, regulations and/or regulatory requirements (including but not limited to any requirement on confidentiality), or has violated its contract with any third party, any resulting claims, compensation, penalty or losses shall be solely borne by it as the responsible Party; and if, as a result thereof, any other Party suffers any claims, demands, penalties, or losses, the responsible Party shall indemnify and hold the other Party harmless for all such losses.

11. 通知 Notice

- 11.1 本协议规定的所有通知、同意、要求、指示或其它通讯应以书面作出，在(a)由专人送递，(b)以邮资预付的已确认或挂号邮件寄出，(c)由有信誉的快递服务寄出，或(d)通过电话或传真发送时应被视为已有效发出、作出和送到，且在指定其它地址前，应使用下列地址：

All notices, consents, demands, instructions or other communications under this Agreement shall be made in writing, delivered (a) by hand, (b) by prepaid confirmed or registered mail, or (c) by reputable express mails or (d) by telephone or facsimile and shall be deemed validly dispatched, made and delivered, and until another address is specified, the following address shall be used:

吉利汽车/Geely Auto:

吉利汽车控股有限公司

Geely Automobile Holdings Limited

地址：香港湾仔港湾道 23 号鹰君中心 23 楼 2301 室

Address: Room 2301, 23rd Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong

传真：(852) 2598-3333

Facsimile：(852) 2598-3333

收件人：董事会

Attention：Board of Directors

吉利控股/Geely Holding：

浙江吉利控股集团有限公司

Zhejiang Geely Holding Group Company Limited

地址：中国浙江省杭州滨江区江陵路 1760 号

Address : 1760 Jiangling Road, Binjiang District, Hangzhou, Zhejiang, the PRC
传真 : (86) 571 8776-6002
Facsimile : (86) 571 8776-6002
收件人 : 董事会
Attention : Board of Directors

ZEEKR:

ZEEKR Intelligent Technology Holding Limited

地址 : 杭州萧山区市心北路与盈丰路交汇处
Address : Intersection of Shixin North Road and Yingfeng Road, Xiaoshan District, Hangzhou
传真 : 不适用
Facsimile : N/A
收件人 : 董事会
Attention : Board of Directors

威睿/Viridi:

威睿电动汽车技术（宁波）有限公司

Viridi E-Mobility Technology (Ningbo) Co., Ltd.

地址 : 浙江省宁波杭州湾新区银湾东路 198 号
Address : NO.198 YinWan East Road, Ningbo Hangzhou Bay New District, Zhejiang Province
传真 : 0574-63991027
Facsimile : 0574-63991027
收件人 : 董事会
Attention : Board of Directors

路特斯/Lotus:

武汉路特斯科技有限公司

Wuhan Lotus Technology Co., Ltd.

地址 : 武汉经济技术开发区川江池二路 28 号 3 号楼 A504
Address : A504, Building 3, No. 28, Chuanjiangchi 2nd Road, Wuhan Economic and Technological Development Zone
电话 : (86) 027 84990199
Telephone : (86) 027 84990199
收件人 : 董事会
Attention : Board of Directors

Polestar AB:

Polestar Performance AB

地址 : Assar Gabrielssons vaeg 9, 405 31 Gothenburg, Sweden
Address : Assar Gabrielssons vaeg 9, 405 31 Gothenburg, Sweden
传真 : 不适用
Facsimile : N/A
收件人 : 董事会
Attention : Board of Directors

极星中国/Polestar China:

极星汽车销售有限公司

Polestar Automotive China Distribution Co., Ltd.

地址 : 中国四川省成都经济技术开发区(龙泉驿区)经开南四路 325 号成都公水联运
物流基地(成都公路口岸)4 楼 404 号

Address: No. 404, 4/F, Chengdu Public-Water Intermodal Logistics Base (Chengdu Highway
Port), No. 325, Jingkai Nan Si Road, Chengdu Economic and Technological
Development Zone (Longquanyi District), Sichuan Province, P.R. China

传真 : 不适用

Facsimile : N/A

收件人 : 董事会

Attention : Board of Directors

LEVC:

浙江翼真新能源汽车有限公司

Zhejiang LEVC New Energy Automobile Co., Ltd.

地址 : 浙江省杭州市萧山区经济技术开发区桥南区块萧山机场快速路以北、高新六
路以西 B 幢 21 楼

Address : 21st Floor, Building B, North of Xiaoshan Airport Express Road and west of
Gaoxin 6 Road, Qiaonan Block, Economic and Technological Development Zone,
Xiaoshan District, Hangzhou, Zhejiang Province

传真 : 不适用

Facsimile : N/A

收件人 : 董事会

Attention : Board of Directors

智马达/smart:

智马达汽车有限公司

smart Automobile Co., Ltd.

地址 : 浙江省宁波市杭州湾新区滨海四路 859 号

Address : No. 859 Binhai 4th Road, Hangzhou Bay, Ningbo, Zhejiang Province

传真 : 不适用

Facsimile : N/A

收件人 : 董事会

Attention : Board of Directors

ECARX:

ECARX Holdings Inc

地址 : Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

Address : Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

传真 : 不适用

Facsimile : N/A

收件人 : 董事会

Attention : Board of Directors

极光湾/Aurobay:

Aurobay Holding (SG) PTE. LTD

地址 : 6 RAFFLES QUAY, #14-02, SINGAPORE 048580

Address : 6 RAFFLES QUAY, #14-02, SINGAPORE 048580

传真 : 不适用

Facsimile : N/A

收件人 : 董事会

Attention : Board of Director

睿蓝汽车/LIVAN Automobile:

重庆睿蓝汽车科技有限公司

Chongqing LIVAN Automobile Technology Co., Ltd.

地址 : 重庆市两江新区鸳鸯街道金山大道 668 号

Address : No. 668, Jinshan Avenue Yuanyang Subdistrict, Liangjiang New Area, Chongqing City

邮编 : 401122

Postal Code: 401122

收件人 : 董事会

Attention : Board of Directors

耀宁科技/YoeNing Technology:

浙江耀宁科技集团有限公司

Zhejiang YoeNing Technology Group Co., Ltd.

地址 : 浙江省宁波杭州湾新区滨海七路 198 号

Address : No. 198, Binhai 7th Road, Ningbo Hangzhou Bay New District, Zhejiang Province

邮编 : 315300

Postal Code: 315300

收件人 : 董事会

Attention : Board of Directors

星驱科技/InfiMotion:

无锡星驱科技有限公司

Wuxi InfiMotion Technology Co., Ltd.

地址 : 无锡惠山工业转型集聚区北惠路 98 号

Address : No. 98, Beihui Road, Huishan Industrial Transformation and Agglomeration Zone, Wuxi

邮箱 : Yang.Zhang107@infimotion.com

Email : Yang.Zhang107@infimotion.com

收件人 : 董事会

Attention : Board of Directors

吉曜/Jiyao:

浙江吉曜通行能源科技有限公司

Zhejiang Jiyao Pass Energy Technology Co., Ltd.

地址 : 浙江省杭州市桐庐县凤川街道姚家路 16 号快递科技创研中心 10 楼 1015 室

Address : 1015 Room, 10th Floor, Express Technology Research Center, No. 16, Yaojialu,
Fengchuan Street, Tonglu County, Hangzhou City, Zhejiang Province

传真 : 不适用

Facsimile : N/A

收件人 : 董事会

Attention : Board of Directors

醇氢生态/Chunqing Ecological:

浙江醇氢生态科技有限公司

Zhejiang Chunqing Ecological Technology Co., Ltd.

地址 : 浙江省杭州市滨江区西兴街道阡陌路 482 号 A 楼 3 层 3651 室

Address : Room 3651, 3rd Floor, Building A, No. 482 Qianmo Road, Xixing Sub-district,
Binjiang District, Hangzhou City, Zhejiang Province

传真 : 0571-28098639

Facsimile : 0571-28098639

收件人 : 董事会

Attention : Board of Directors

远程科技/Farizon Technology:

远程商用车科技有限公司

Farizon Commercial Vehicle Technology Co., Ltd.

地址 : 中国浙江省杭州滨江区江陵路 1760 号 1 号楼 624 室

Address : Room 624, Building 1, No. 1760 Jiangling Road, Binjiang District, Hangzhou City,

邮箱 : gcv.finance@geely.com

Email : gcv.finance@geely.com

收件人 : 董事会

Attention : Board of Directors

远程商用车/Farizon Commercial Vehicle:

浙江远程新能源商用车集团有限公司

Zhejiang Farizon New Energy Commercial Vehicles Group Co., Ltd.

地址 : 杭州市滨江区江陵路 1760 号 1 号楼 612 室

Address : Room 612, Building 1, No. 1760 Jiangling Road, Binjiang District, Hangzhou City

邮箱 : gcv.finance@geely.com

Email : gcv.finance@geely.com

收件人 : 董事会

Attention : Board of Directors

山东吉利新能源/Shandong Geely New Energy:

山东吉利新能源商用车有限公司

Shandong Geely New Energy Commercial Vehicle Co., Ltd.

地址 : 山东省淄博市淄川经济开发区西谭社区眉山路 99 号

Address : No. 99, Meishan Road, Xitan Community, Zichuan Economic Development Zone,
Zibo City, Shandong Province

传真 : 不适用

Facsimile : N/A

收件人 : 董事会

Attention : Board of Directors

曹操出行/CaoCao:

曹操出行有限公司

CaoCao Inc.

地址 : 香港湾仔皇后大道东 183 号合和中心 46 楼

Address : 46/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong

传真 : 不适用

Facsimile : N/A

收件人 : 董事会

Attention : Board of Directors

12. 其他条款

MISCELLANEOUS

- 12.1 本协议在所有方面受香港法律管辖并依其解释。因本协议引起或与之相关的争议、争议、分歧或索赔，包括本协议的存在、有效性、解释、履行、违反或终止，或因本协议引起或与之相关的非合同义务的任何争议，均应提及并最终由香港国际仲裁中心（“HKIAC”）根据提交仲裁通知时有效的 HKIAC 机构仲裁规则进行仲裁解决。仲裁地点为香港。仲裁庭的裁决为最终裁决并对各方具有约束力。

This Agreement is governed by, and shall be construed in accordance with, the laws of Hong Kong. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong. The award of the arbitral tribunal shall be final and binding on the Parties.

- 12.2 本协议构成各方之间的完整协议，取代各方之前就本协议事项达成的任何协议、谅解或安排，并取代任何其他先前的任何性质的草案、协议、承诺、陈述、保证和安排，无论是书面或口头。于交割日当日，2023 年协议自动终止且不再具有任何效力，但存续有效条款（即第 11.1 条（通知）及第 12.1 条）在终止后仍继续完全有效，且不影响 2023 协议各方在终止当日及之前根据 2023 年协议已产生的任何权利、救济、义务或责任。

This Agreement constitutes the whole agreement between the Parties and supersedes any previous agreements, understanding or arrangements between them relating to the subject matter hereof and supersedes and extinguishes any other prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to the same. Upon the Closing Date, the 2023 Agreement shall be terminated automatically with no further force or effect save for the surviving provisions (namely, Clause 11 (Notice) and Clause 12.1) shall continue in full force and effect after such termination, and without prejudice to any rights, remedies, obligations or liabilities of the parties to the 2023 Agreement that have accrued up to and including the date of termination.

- 12.3 只有经各方正式授权代表签署的书面正式法律文件方能修改或修正本协议。除吉利汽车遵守上市规则项下的适用要求外，终止、撤销或变更本协议或同意本协议项下的任何弃权或和解无需任何第三方的同意。

No variations of this Agreement shall be effective unless made in writing and executed by duly authorized representatives of the Parties. Save for Geely Auto’s compliance with the applicable requirements under the Listing Rules, the consent of any third party is not required to terminate, rescind or vary this Agreement or agree any waiver or settlement under this Agreement at any time.

- 12.4 除本协议另有明确规定外，各方应自行支付在本协议的谈判、准备和执行以及本协议项下拟进行的交易中产生的法律和专业费用、成本和开支。

Unless otherwise expressly provided herein, each Party shall pay its own legal and professional fees, costs and expenses incurred in the negotiation, preparation and execution of this Agreement and the transactions hereunder contemplated.

- 12.5 本协议各方未行使或延迟行使本协议项下的任何权力、权利或特权不构成对之的放弃，单一地或部分地行使任何该等权力、权利或特权不排除对之或对任何其它权力、权利或特权的其它行使或进一步行使。

No failure of any Party to exercise, and no delay or forbearance in exercising, any right, power, privilege or remedy in respect of any provision of this Agreement shall impair or operate as a waiver thereof. No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

- 12.6 本协议的每一条款（或任何条款的一部分）都是可分割的。如果任何条款（或任何条款的一部分）根据任何司法管辖区的法律在任何方面被认定为无效或不可执行，则该条款或其部分在要求的范围内在此方面无效，并且各方应尽一切合理努力，以有效且可执行的替代条款或其部分取代该条款或其部分，其效果尽可能接近其目的。

Each of the provisions (or part of any provision) of this Agreement is severable. If any provision (or part of any provision) is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, such provision or part thereof shall, to the extent required, have no effect in that respect and the Parties shall use all reasonable endeavours to replace that provision or part thereof in that respect with a valid and enforceable substitute provision or part thereof the effect of which is as close to its intended effect as possible

- 12.7 本协议可以签署任意数量的副本，这些副本共同构成一份协议。任何一方均可通过签署任何此类副本来签订本协议。

This Agreement may be executed in any number of counterparts which shall together constitute one Agreement. Any party may enter into this Agreement by signing any such counterpart.

- 12.8 除非本协议有相反明确规定，非一方人士无权根据《合同（第三者权利）条例》（香港法例第 623 章）执行任何条款或享有任何条款的利益本协议的。尽管有本协议的任何条款，任何时候撤销或更改本协议无需征得任何非缔约方的同意。

Unless expressly provided to the contrary in this Agreement, a Person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any Person who is not a Party is not required to rescind or vary this Agreement at any time.

- 12.9 如果本协议的英文版和中文版出现任何不符之处，以英文版为准。

In the event of any discrepancy between the English version and the Chinese version of this Agreement, the English version shall prevail.

(附随签字页)
(the signature page follows)

签字页
SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on the date first written above.

吉利汽车控股有限公司
Geely Automobile Holdings Limited

签字人：

Signatory:

姓名：

Name:

浙江吉利控股集团有限公司
Zhejiang Geely Holding Group Company Limited

签字人：

Signatory:

姓名：

Name:

ZEEKR Intelligent Technology Holding Limited

签字人：

Signatory:

姓名：

Name:



签字页
SIGNATURE PAGE

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IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

威睿电动汽车技术（宁波）有限公司
Viridi E-Mobility Technology (Ningbo) Co., Ltd.

签字人：

Signatory:

姓名：

Name:



签字页
SIGNATURE PAGE

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IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

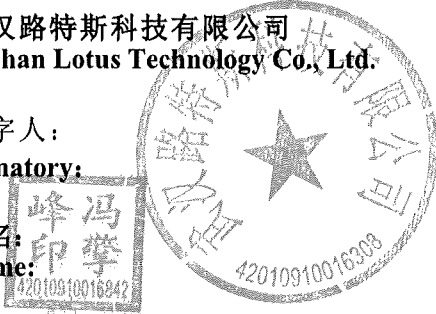
武汉路特斯科技有限公司
Wuhan Lotus Technology Co., Ltd.

签字人：

Signatory:

姓名：

Name:



签字页
SIGNATURE PAGE

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IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

Polestar Performance AB

签字人：

Signatory:

姓名：

Name:  Jonas Engström

 Anna Rudensjö

签字页

SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

极星汽车销售有限公司
Polestar Automotive China Distribution Co., Ltd.

签字人：
Signatory:

姓名：
Name: Hu, shiwen

签字页

SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

浙江翼真新能源汽车有限公司

Zhejiang LEVC New Energy Automobile Co., Ltd.

签字人:

Signatory:

姓名:

Name:



签字页

SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

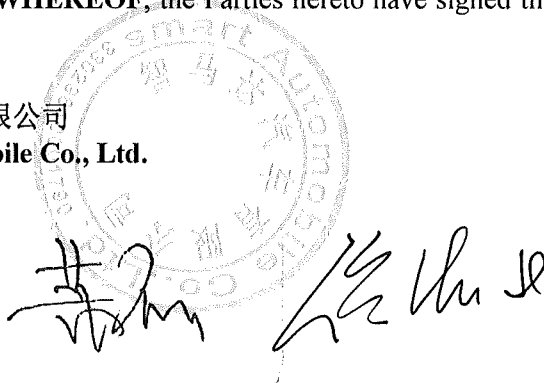
智马达汽车有限公司
smart Automobile Co., Ltd.

签字人：

Signatory:

姓名：

Name:

The image shows two handwritten signatures in black ink. To the left of the signatures is a circular embossed stamp. The stamp contains the text "smart Automobile Co., Ltd." around the perimeter and Chinese characters "智马达汽车有限公司" in the center. The signatures are written over the stamp and extend to the right.

签字页
SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

ECARX Holdings Inc.



签字人：

Signatory:

姓名：

Name:

A handwritten signature in black ink, appearing to be "J. Zhang", written over the printed name field.

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

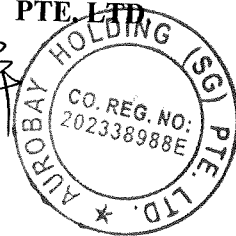
Aurobay Holding (SG) PTE. LTD.

签字人:

Signatory:

姓名:

Name:



签字页

SIGNATURE PAGE

签字页

SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

重庆睿蓝汽车科技有限公司

Chongqing LIYAN Automobile Technology Co., Ltd.

签字人:

Signatory:

姓名:

Name:



签字页

SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

浙江耀宁科技集团有限公司

Zhejiang YoeNing Technology Group Co., Ltd.

签字人：

Signatory:

姓名：

Name:



签字页

SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

无锡星驱科技有限公司

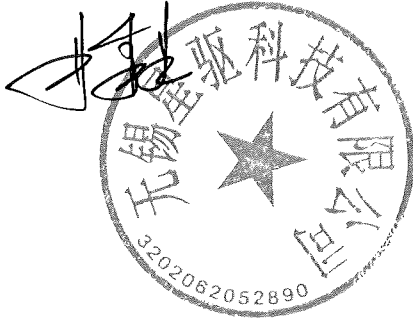
Wuxi InfiMotion Technology Co., Ltd.

签字人：

Signatory:

姓名：

Name:



签字页
SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

浙江吉曜通行能源科技有限公司
Zhejiang Jiyao Pass Energy Technology Co., Ltd.

签字人：

Signatory:

A circular company stamp is visible in the background, partially overlapping the signature. The stamp contains the company name in Chinese and English, and a central emblem. The handwritten signature is written in black ink over the stamp.

姓名：

Name:

签字页
SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

浙江醇氢生态科技有限公司
Zhejiang Chunqing Ecological Technology Co., Ltd.

签字人：
Signatory:

姓名：
Name:



签字页
SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

远程商用车科技有限公司
Farizon Commercial Vehicle Technology Co., Ltd.

签字人：
Signatory:

姓名：
Name:



签字页

SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

浙江远程新能源商用车集团有限公司

Zhejiang Farizon New Energy Commercial Vehicles Group Co., Ltd.

签字人：

Signatory:

姓名：

Name:



签字页
SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

曹操出行有限公司
CaoCao Inc.

For and on behalf of
CaoCao Inc.

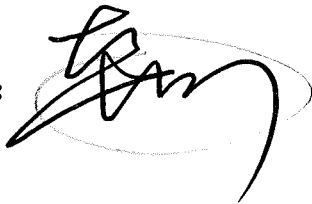
签字人：

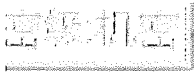
Signatory:

.....
Authorized Signature(s)

姓名：

Name:

A handwritten signature in black ink, appearing to be a stylized 'C' followed by a flourish, is written over a faint circular stamp.



签字页

SIGNATURE PAGE

有鉴于此，各方已于本协议首载日期签署本协议。

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first written above.

山东吉利新能源商用车有限公司

Shandong Geely New Energy Commercial Vehicle Co., Ltd.

签字人:

Signatory:

姓名:

Name:

