
SHARE PURCHASE AGREEMENT
BY AND AMONG
Geely Group Limited
and
Geely Automobile Holdings Limited
regarding 220,000,000 ordinary shares in
ZEEKR Intelligent Technology Holding Limited

Dated as of 29 October 2021

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SCHEDULE AND EXHIBIT

Schedule 1 Sale Shares

Exhibit A Form of Instrument of Transfer

SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this “Agreement”), dated as of 29 October 2021, is entered into by and among (i) Geely Group Limited, a company incorporated under the Laws of the British Virgin Islands (the “Seller”), and (ii) Geely Automobile Holdings Limited, a company incorporated under the Laws of the Cayman Islands (the “Purchaser” and, collectively with the Seller, each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the Seller holds the Sale Shares (as defined below) in ZEEKR Intelligent Technology Holding Limited, an exempted company incorporated under the Laws of Cayman Islands (the “Company”);

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, on the terms and subject to the conditions set forth herein, the Sale Shares.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I

Definitions

Section 1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Affiliate” means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person. For the avoidance of doubt, none of the Purchaser and its respective subsidiaries shall be an Affiliate of the Seller and vice versa.

“Aggregate Consideration” has the meaning ascribed to it in Section 2.1.

“Agreement” has the meaning ascribed to it in the Preamble.

“Business Day” means a day that is not a Saturday or Sunday, or any other day on which banks in the PRC, Hong Kong, Cayman Islands and the British Virgin Islands are required or authorized to be closed.

“Cash Portion” means the cash amount set out opposite such term in Schedule 1, constituting part of the Aggregate Consideration.

“Closing” has the meaning ascribed to it in Section 2.2.

“Closing Date” has the meaning ascribed to it in Section 2.2.

“Company” has the meaning ascribed to it in the Recitals.

“Consideration Shares” means the ordinary shares of HK\$0.02 each in the capital of Geely Automobile Holdings Limited to be allotted and issued under the Shares Portion.

“Control” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled” and “Controlling” have meanings correlative to the foregoing.

“Government Authority” means supranational, national, federal, state, municipal or local court, administrative body or other governmental or quasi-governmental entity or authority with competent jurisdiction exercising legislative, judicial, regulatory or administrative functions of or pertaining to supranational, national, federal, state, municipal or local government, including any department, commission, board, agency, bureau, subdivision, instrumentality or other regulatory, administrative, judicial or arbitral authority, and any securities exchange on which the securities of any Party or its Affiliates are listed.

“Group Company” means the Company or any of its subsidiaries.

“HKD” or “HK\$” means Hong Kong dollar, the lawful currency of Hong Kong.

“HKIAC Rules” has the meaning ascribed to it in Section 8.3(a).

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Indirect Transfer Guidance” means (i) the State Administration of Taxation Circular on Strengthening the Administration of Enterprise Income Tax on Share Transfer Income of Non Resident Enterprises (关于加强非居民企业股权转让所得企业所得税管理的通知) (Circular [2009] No. 698) and (ii) the State Administration of Taxation Public Notice Regarding Certain Enterprise Income Tax Matters on Indirect Transfer of Properties by Non Resident Enterprises (关于非居民企业间接转让财产企业所得税若干问题的公告) (Announcement [2015] No. 7), and any amendment, implementing rules, or official interpretation thereof or any replacement, successor or alternative legislation having the same subject matter thereof.

“Law” means any foreign, federal, state, municipal or local law, statute, code, ordinance, rule, decree, regulation or any common law of any Government Authority or jurisdiction.

“Legal Proceeding” means any judicial, administrative or arbitral action, suit or proceeding (whether civil or criminal, judicial or administrative, at law or in equity, or public or private) by or before a Government Authority.

“Lien” means any lien (including, without limitation, tax lien), encumbrance, pledge or mortgage, whether imposed by contract, understanding, law, equity or otherwise.

“Long Stop Date” means 29 April 2022, or such other date as may be agreed by the Parties.

“Order” means any written order, injunction, judgment, decree, legally binding notice,

ruling, writ, assessment or arbitration award of a Government Authority.

“Party” or “Parties” have the meaning ascribed to it in the Preamble.

“Person” means any individual, corporation, partnership, limited partnership, limited liability company, firm, branch, joint venture, association, joint-stock company, trust, unincorporated organization, Government Authority or other entity.

“PRC” or “China” means the People’s Republic of China, excluding, for purposes of this Agreement, Hong Kong, Macau and Taiwan.

“PRC Tax Authority” means the State Administration of Taxation and any tax authority at the provincial (autonomous regions, municipality directly under the Central Government) level, at the prefecture (city divided into districts, autonomous prefecture, league) level, and at the county (city, banner) level in the PRC.

“PRC Tax Laws” means the Indirect Transfer Guidance or the Enterprise Income Tax Law of the PRC.

“Purchaser” has the meaning ascribed to it in the Preamble.

“RMB” means renminbi, the lawful currency of the PRC.

“Sale Shares” has the meaning ascribed to it in Section 2.1.

“Securities Act” means the U.S. Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder.

“Seller” has the meaning ascribed to it in the Preamble.

“Shareholders Agreement” means the Shareholders Agreement dated as of 17 September 2021, by and among the Company, the Seller, the Purchaser (and/or certain of its Affiliates) and certain other parties thereto, as the same may be further amended from time to time.

“Shares Portion” has the meaning ascribed to in Schedule 1 and constitutes part of the Aggregate Consideration.

“Stock Exchange” means The Stock Exchange of Hong Kong Limited.

“Transaction Documents” means this Agreement and the other agreements or documents executed and/or delivered by any Party in connection with the consummation of the transactions contemplated by this Agreement.

“USD” or “US\$” means the United States dollar, the lawful currency of the United States.

Section 1.2 Interpretation and Rules of Construction.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) the provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement;

(ii) any reference in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or a Schedule or Exhibit to, this Agreement, unless otherwise indicated, and all Exhibits and Schedules hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein;

(iii) any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and *vice versa*;

(iv) the word “including” or any variation thereof means (unless the context of its usage otherwise requires) “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it;

(v) words such as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires;

(vi) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded;

(vii) if any payment hereunder would have been, but for this Section 1.2(a)(vii), due and payable on a date that is not a Business Day, then such payment shall instead be due and payable on the first Business Day after such date; and

(viii) the term “non-assessable,” when used with respect to any Shares, means that no further sums are required to be paid by the holders thereof in connection with the issue thereof.

(b) In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(c) In this Agreement, USD and HKD are converted at the exchange rate of USD1.00 to HKD7.78092 and vice versa, and USD and RMB are converted at the exchange rate of USD1.00 to RMB6.44102.

ARTICLE II

Sale and Purchase of Sale Shares

Section 2.1 Sale and Purchase. Upon the terms and subject to the conditions contained herein, at the Closing, the Seller shall sell to the Purchaser or a nominee of the Purchaser, and the Purchaser shall purchase or cause its nominee to purchase from the Seller, the number and type of shares in the capital of the Company set forth opposite the Seller's name under the heading "*Sale Shares*" in Schedule 1 hereto (the "Sale Shares"), for the aggregate consideration set forth opposite the Seller's name under the heading "*Aggregate Consideration*" in Schedule 1 hereto (the "Aggregate Consideration"), reflecting a per share purchase price of US\$3.95348. The Aggregate Consideration shall comprise the Cash Portion and the Shares Portion which shall be satisfied in accordance with Section 2.4.

Section 2.2 Closing Date. Subject to the terms and conditions of this Agreement, the sale and purchase of the Sale Shares as contemplated by this Agreement (the "Closing") shall, unless another time, date or place is agreed to in writing by the Parties, take place via the remote exchange of electronic documents on the tenth (10th) Business Day after the satisfaction or valid waiver of each of the conditions set forth in Article VI (other than such conditions that by their nature are to be satisfied at the Closing) (the date on which the Closing occurs, the "Closing Date").

Section 2.3 Closing Deliveries by the Seller. At the Closing, the Seller shall deliver or cause to be delivered to the Purchaser an instrument of transfer, in the form of Exhibit A hereto and duly executed by such Seller, dated as of the Closing Date, relating to the sale and transfer of the Sale Shares to the Purchaser.

Section 2.4 Closing Deliveries by the Purchaser. (a) At the Closing, the Purchaser shall allot and issue to the Seller (or the Seller's nominee) such number of shares in the Purchaser as set opposite the term "Shares Portion" in Schedule 1; and (b) to the extent permitted by applicable Laws, (i) no later than seven (7) days after the Closing Date or such other date as may be agreed by the Parties (such date not to be earlier than the required payment date of the Transfer Taxes (as defined below) as prescribed under applicable Laws), the Purchaser shall pay, or cause to be paid, a portion of the Cash Portion in RMB equal to the lower of the Transfer Taxes or RMB560,217,762.50, by wire transfer of immediately available funds in RMB to the Seller's bank account (or to the Seller's nominee's bank account, where applicable) as notified in writing by the Seller to the Purchaser not less than five (5) Business Days before the Closing Date, and (ii) no later than 90 days after the Closing Date, the Purchaser shall pay, or cause to be paid, an amount in RMB equal to the remainder of the Cash Portion, without any deduction or offset, by wire transfer of immediately available funds in RMB to such Seller's bank account (or such Seller's nominee's bank account, where applicable).

ARTICLE III

Representations and Warranties of the Seller

The Seller hereby represents and warrants to the Purchaser that the statements contained in this Article III are true and correct as of the date hereof and as of the Closing Date.

Section 3.1 Organization, Authority and Qualification. The Seller is a company duly incorporated, validly existing and in good standing under the Laws of the jurisdiction of its incorporation and has all necessary power and authority to enter into this Agreement and the other Transaction Documents to which the Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Seller of this Agreement and the other Transaction Documents to which it is a party, the performance by the Seller of its obligations hereunder and thereunder and the consummation by the Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate actions on the part of the Seller. This Agreement has been, and upon the execution of the other Transaction Documents to which the Seller is a party shall have been, duly executed and delivered by the Seller, and (assuming due authorization, execution and delivery by the other parties hereto or thereto, as applicable) this Agreement constitutes, and upon their execution the other Transaction Documents to which the Seller is a party will constitute, legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, except as enforcement may be limited by general principles of equity, whether applied in a court of law or a court of equity, and by applicable bankruptcy, insolvency, statute of limitations and similar Law affecting creditors' rights and remedies generally.

Section 3.2 No Conflict; Consents and Approvals. The execution, delivery and performance by the Seller of this Agreement and the other Transaction Documents to which the Seller is a party do not and will not (i) violate, conflict with or result in the breach of any provision of the memorandum and articles of association of the Seller, (ii) conflict with or violate any Law or Order applicable to the Seller, or (iii) require any consent, approval, authorization or other Order of, action by, filing with or notification to, any Government Authority or any third party on the part of the Seller (other than any such consent, approval, or authorization that has been obtained).

Section 3.3 Sale Shares. The Seller is the beneficial and record owner of, and, upon the update of the register of members of the Company on the Closing Date, the Purchaser will have valid title to, the Sale Shares free and clear of all Liens (other than any Liens created under the Shareholders Agreement, the memorandum and articles of association of the Company and restrictions on transfer pursuant to applicable securities Laws). The Sale Shares are duly and validly issued, fully paid and non-assessable.

Section 3.4 Brokers. No broker, finder or investment banker is entitled to receive from any Group Company or the Purchaser any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Seller.

ARTICLE IV

Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Seller that the statements contained in this Article IV are true and correct as of the date hereof and as of the Closing Date:

Section 4.1 Organization, Authority and Qualification. The Purchaser is a company duly incorporated, validly existing and in good standing under the Laws of the jurisdiction of its

incorporation and has all necessary power and authority to enter into this Agreement and the other Transaction Documents to which the Purchaser is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Purchaser of this Agreement and the other Transaction Documents to which it is a party, the performance by the Purchaser of its obligations hereunder and thereunder and the consummation by the Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate actions on the part of the Purchaser. This Agreement has been, and upon their execution the other Transaction Documents to which the Purchaser is a party shall have been, duly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by the other parties hereto or thereto, as applicable) this Agreement constitutes, and upon the execution of the other Transaction Documents to which the Purchaser is a party will constitute, legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as enforcement may be limited by general principles of equity, whether applied in a court of law or a court of equity, and by applicable bankruptcy, insolvency, statute of limitations and similar Law affecting creditors' rights and remedies generally.

Section 4.2 No Conflict; Consents and Approvals. The execution, delivery and performance by the Purchaser of this Agreement and the other Transaction Documents to which the Purchaser is a party do not and will not (i) violate, conflict with or result in the breach of any provision of the memorandum and articles of association (or equivalent constitutional documents) of the Purchaser, (ii) conflict with or violate any Law or Order applicable to the Purchaser, or (iii) require any consent, approval, authorization or other Order of, action by, filing with or notification to, any Government Authority or any third party on the part of the Purchaser (other than any such consent, approval, authorization that has been obtained).

Section 4.3 Purchase for Own Account. The Purchaser is acquiring the Sale Shares solely for its own account or the account of its Affiliates as permitted pursuant to any assignment under Section 8.8, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof.

Section 4.4 Restricted Shares. The Purchaser understands and acknowledges that the Sale Shares have not been and will not (at or prior to the Closing) be qualified or registered under the Securities Act or registered or listed publicly pursuant to any other applicable securities Laws of any other jurisdiction, on the ground that the sale provided for in this Agreement is exempt from registration under the Securities Act or the registration and listing requirements of any other applicable securities Laws, and that the reliance of the Seller on such exemption is predicated in part on the accuracy of the Purchaser's representations and warranties set forth in this Agreement. The Purchaser understands and acknowledges that the Sale Shares are "restricted securities" within the meaning of Rule 144 of the Securities Act as they are being acquired from the Seller in a transaction not involving a public offering and that the Sale Shares may be viewed as restricted securities under any or all applicable securities Laws of any other jurisdiction. The Purchaser further understands and acknowledges that the Sale Shares may be resold without registration under the Securities Act or any other applicable laws only in certain limited circumstances and that, in the absence of an effective registration statement covering the Sale Shares or an available exemption from registration, the Sale Shares must be held indefinitely.

Section 4.5 Brokers. No broker, finder or investment banker is entitled to receive

from the Purchaser or any of its Affiliates any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Purchaser.

ARTICLE V

Additional Agreements

Section 5.1 No Other Representations or Warranties. The representations and warranties set forth in Article III and Article IV are the only representations and warranties made by the Seller and the Purchaser, respectively, in connection with the transactions contemplated by this Agreement and the other Transaction Documents. Each of the Seller and the Purchaser hereby (a) agrees and acknowledges that it is relying solely on its own counsel and other advisors for legal, financial and other advice with respect to the transactions contemplated by this Agreement and the other Transaction Documents, and (b) disclaims any and all reliance of any other statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) by or on behalf of the other Party, including omissions therefrom.

Section 5.2 Indirect Transfer Taxes. The Seller shall, with respect to the Sale Shares, submit or cause to be submitted all applicable documents set forth under Announcement [2015] No. 7 to the PRC Tax Authorities with respect to the sale of the Sale Shares contemplated by this Agreement (the "PRC Tax Reporting"). The Seller shall promptly provide to the Purchaser a copy of (i) any written receipt received from the PRC Tax Authorities with respect to the submission of the PRC Tax Reporting, and (ii) any tax payment receipt received from the PRC Tax Authorities evidencing the satisfaction of any Transfer Taxes (as defined below). Notwithstanding anything to the contrary in this Agreement, the Seller shall be responsible for all Taxes imposed under the Indirect Transfer Guidance in connection with the sale of the Sale Shares by the Seller contemplated by this Agreement (the "Transfer Taxes"), and the Seller shall indemnify, defend and hold harmless the Purchaser and its Affiliates from (a) any tax liabilities or tax withholding liabilities imposed under PRC Tax Laws upon the Purchaser or its Affiliates by any PRC Tax Authority, together with any interest, surcharges or penalties with respect thereto and any interest in respect of such surcharges or penalties and (b) any claims, actions, causes of action, demands, audits, investigations, appeals, hearings, protests, assessments, losses, damages, liabilities, judgments, settlements, penalties, costs and expenses (including reasonable attorneys' fees and expenses) asserted against, imposed upon or incurred by the Purchaser or its Affiliates relating thereto, in each case of (a) and (b), solely to the extent arising from any failure of the Seller to duly and timely submit the PRC Tax Reporting and/or pay the Transfer Taxes or any other Taxes imposed on or with respect to the Seller under PRC Tax Laws by any PRC Tax Authorities with respect to the sale of the Sale Shares to the Purchaser pursuant to this Agreement.

Section 5.3 Confidentiality and Publicity.

(a) Each Party agrees to, and shall cause its representatives to: (i) treat and hold as confidential (and not disclose or provide access to any Person) all confidential or proprietary information with respect to the other Party or relating to the transactions contemplated hereby, (ii) in the event that such Party or any of its representatives becomes legally compelled to disclose any such information, provide the other Party with prompt written notice of such requirement so that the other Party may seek a protective order or other remedy or waive compliance with this Section 5.3(a), and

(iii) in the event that such protective order or other remedy is not obtained, or the other Party waives compliance with this Section 5.3(a), furnish only that portion of such confidential information which is legally required to be provided and exercise its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded such information; provided, however, that this Section 5.3(a) shall not apply to any information that, at the time of disclosure, is in the public domain and was not disclosed in breach of this Agreement by the disclosing Party or that is required to be disclosed pursuant to otherwise compelled by securities Laws or stock exchange rules and, provided further, that each Party may disclose the contents of the Transaction Documents and the transactions contemplated thereby to its Affiliates and its and their respective directors, officers, employees, shareholders, investment bankers, lenders, accountants, auditors, insurers, business or financial advisors, and attorneys who are, in each case, under appropriate confidentiality obligations to the disclosing Party.

(b) No Party shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party, unless otherwise required by Law or Government Authority.

(c) Notwithstanding anything to the contrary herein, nothing in this Agreement shall prevent or restrict any communication or discussion between the Seller or any of its Affiliates, on the one hand, and the Company or any of its Affiliates, on the other hand, in connection with the transactions contemplated hereby.

Section 5.4 Further Assurances. Each Party shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and the other Transaction Documents to which it is a party and consummate and make effective the transactions contemplated hereby and thereby.

ARTICLE VI

Conditions to Closing

Section 6.1 Conditions Precedent to Obligations of Each Party. The respective obligations of each Party to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which (other than the conditions in Section 6.1(c) and Section 6.1(d)) may be waived in writing jointly by both Parties, acting in their respective sole discretion, in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Law or Order by a Government Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(b) the board of directors of the Company shall have approved the transfer of the Sale Shares as contemplated by the Transaction Documents and the transactions contemplated hereunder;

(c) the Purchaser obtaining independent shareholders' approval with regard to the transactions under this Agreement and the allotment and issue by the Purchaser of the Consideration Shares under the specific mandate, in accordance with the requirements of the Rules Governing the Listing of Securities on the Stock Exchange;

(d) the Stock Exchange granting the approval for the listing of, and permission to deal in, the Consideration Shares; and

(e) no Legal Proceeding shall have been commenced against any Party seeking to restrain or materially and adversely alter the transactions contemplated by this Agreement.

Section 6.2 Conditions Precedent to Obligations of the Purchaser. The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is also subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Purchaser, in its sole discretion, in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of the Seller set forth in Article III shall be true and correct as of the Closing with the same force and effect as if made as of the Closing;

(b) a certified true copy of the register of members of the Company updated to reflect the sale and purchase of the Sale Shares hereunder and a new share certificate representing the Sale Shares are delivered to the Purchaser by the Company at the Closing; and

(c) the Seller shall have performed and complied with, in all material respects, each of the obligations and agreements required by this Agreement or any other Transaction Document to be performed or complied with by the Seller on or prior to the Closing Date.

Section 6.3 Conditions Precedent to Obligations of the Seller. The obligation of the Seller to consummate the transactions contemplated by this Agreement is also subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Seller, in its sole discretion, in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of the Purchaser set forth in Article IV shall be true and correct as of the Closing with the same force and effect as if made as of the Closing; and

(b) the Purchaser shall have performed and complied with, in all material respects, each of the obligations and agreements required by this Agreement or any other Transaction Document to be performed or complied with by the Purchaser on or prior to the Closing Date.

Section 6.4 No Other Conditions. The Parties agree that the Closing is not subject to any conditions (including any condition as to availability of financing to the Purchaser) other than those conditions expressly set forth in Section 6.1, Section 6.2 and Section 6.3.

ARTICLE VII

Termination

Section 7.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by the Seller, on one hand, and the Purchaser, on the other hand, if the Closing shall not have occurred by the close of business on the Long Stop Date, provided that the right to terminate this Agreement pursuant to this Section 7.1(a) shall not be available to the Party whose failure to perform any of its obligations under this Agreement shall have resulted in the failure of the Closing to be consummated by the close of business on the Long Stop Date; or

(b) by mutual written consent of the Parties.

Section 7.2 Procedure upon Termination. In the event of termination of this Agreement by the Purchaser or the Seller pursuant to Section 7.1(a), written notice of such termination shall forthwith be given to the Seller (in the event of termination by the Purchaser) or the Purchaser (in the event of termination by the Seller), and this Agreement shall thereupon terminate without further action by any Party.

Section 7.3 Effect of Termination. In the event that this Agreement is validly terminated in accordance with Section 7.1 and Section 7.2, each of the Parties shall be relieved of their duties and obligations arising under this Agreement (other than under the provisions that are specifically made to survive such termination) after the date of such termination and such termination shall be without liability to any Party; provided that (i) no such termination shall relieve any Party hereto from liability for a breach of any of its covenants or agreements or its representations and warranties contained in this Agreement prior to the date of termination, and (ii) Article I, Section 5.3, this Section 7.3 and Article VIII shall survive any such termination.

ARTICLE VIII

Miscellaneous

Section 8.1 Expenses. Each Party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and each other Transaction Document and the consummation of the transactions contemplated hereby and thereby.

Section 8.2 Governing Law. This Agreement is governed by and shall be construed in accordance with the Laws of Hong Kong without giving effect to any choice or conflict of law provision or rule thereof.

Section 8.3 Arbitration.

(a) Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration in Hong Kong in accordance with the Hong Kong International Arbitration Center Administered Arbitration Rules (the "HKIAC Rules") in force when the notice of arbitration is submitted in accordance with the HKIAC Rules. The HKIAC Rules are deemed to be

incorporated by reference to this clause. The tribunal shall be composed of three arbitrators. The Purchaser, on the one hand, and the Seller, on the other hand, shall each nominate one arbitrator and the third, who shall serve as president of the tribunal, shall be nominated by the Party-nominated arbitrators. The arbitration shall be conducted in English. Each Party irrevocably and unconditionally consents to such arbitration as the sole and exclusive method of resolving any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, other than any proceedings to seek the remedies of specific performance as contemplated by Section 8.5.

(b) The award of the arbitral tribunal shall be final and binding on the Parties. The Parties agree that they will not have recourse to any judicial proceedings, in any jurisdiction whatsoever, for the purpose of seeking appeal, annulment, setting aside, modification or any diminution or impairment of its terms or effect insofar as such exclusion can validly be made. Judgment upon any award rendered may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

Section 8.4 Entire Agreement; Amendments and Waivers. This Agreement (including the schedule and exhibit hereto) and the other Transaction Documents represent the entire understanding and agreement among the Parties with respect to the subject matter hereof and thereof. This Agreement may be amended, supplemented or changed only by written instrument making specific reference to this Agreement signed by each of the Parties, and any provision of this Agreement may be waived only by written instrument making specific reference to such provision signed by the Party against whom such waiver is effective. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 8.5 Specific Performance. The Parties acknowledge and agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that, prior to the termination of this Agreement in accordance with Section 7.1, each Party shall be entitled to specific performance of the terms hereof. It is accordingly agreed that prior to such termination, each Party shall be entitled to an injunction or injunctions to prevent such breaches of this Agreement and to enforce specifically (without proof of actual damages or harm, and not subject to any requirement for the securing or posting of any bond in connection therewith) such terms and provisions of this Agreement, this being in addition to any other remedy to which each Party is entitled at law or in equity.

Section 8.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed effectively given (i) when delivered personally by hand (with written confirmation of receipt); (ii) when sent by email (without errors in transmission) or by fax (with written confirmation of transmission), if sent on a Business Day and during normal business hours of

the recipient, otherwise on the next Business Day; or (iii) two (2) Business Days following the day sent by international overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a Party may have specified by notice given to the other Party pursuant to this provision):

If to the Purchaser, to:

Geely Automobile Holdings Limited
Room 2301, 23/F., Great Eagle Centre, 23 Harbour Road, Wan Chai, Hong Kong
Fax: (852) 2598 3399
Attention: Board of directors
Email: general@geelyauto.com.hk

If to Seller, to:

Geely Group Limited
Unit 2204, 22/F, Lippo Centre, Tower 2, 89 Queensway, Hong Kong
Fax: (852) 2572-9368
Attention: Board of directors
Email: Not applicable

Section 8.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 8.8 Binding Effect; Assignment. This Agreement shall become effective upon execution by all the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party to this Agreement. Except as expressly provided hereunder, a Person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any term of, or to enjoy any benefit under, this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Party without the prior written consent of the other Party, and any attempted assignment in violation of this Section 8.8 shall be void, except that the Purchaser may, upon prior written notice to the Seller, assign its rights or obligations hereunder to its Affiliates without the prior written consent of the Seller; provided that, as a condition of such assignment, each successor or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering to the Seller a deed of adherence (which shall provide that such successor or assignee shall be deemed a party hereto as if the signature of such successor or assignee appears on the signature pages of this Agreement).

Section 8.9 Indemnification. Each Party shall indemnify and hold the other Parties harmless from and against any and all demands, losses, damages, penalties, claims, liabilities, obligations, actions and reasonable expenses (including costs of investigating, proceedings, preparing or defending any such claim or action and reasonable legal fees and expenses) which arise or result from: (i) such Party's failure to perform its duties and obligations hereunder, and/or (ii) the representations and warranties made by such Party under this Agreement being untrue or incorrect when made. Notwithstanding any other provision hereof or applicable law, in no event will Party be liable to other Parties or any third party for any incidental, consequential, indirect, special, contingent, or punitive damages in connection with this Agreement, whether based on theories of breach of warranty, breach of contract, tort, strict liability or otherwise, including but not limited to loss of profits, loss of use of the goods, or loss of goodwill.

Section 8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 8.11 Third party rights 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.

** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK **

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

Geely Group Limited

By: 
Name: Mr. Li Shu Fu
Title: Director

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

Geely Automobile Holdings Limited

By: 

Name: Mr. Gui Sheng Yue

Title: CEO and executive director

SCHEDULE 1
Sale Shares

Seller	Sale Shares	Aggregate Consideration
Geely Group Limited	220,000,000 ordinary shares in ZEEKR Intelligent Technology Holding Limited	Cash Portion: RMB1,807,384,152 Shares Portion: 196,410,000 ordinary shares in the Purchaser, at an issue price of HK\$23.34 per share.
Total		RMB5,602,177,625

EXHIBIT A
FORM OF INSTRUMENT OF TRANSFER

ZEEKR Intelligent Technology Holding Limited
(the “Company”)

Share Transfer

The undersigned, [_____], (**Transferor**), for value received, does hereby transfer to [_____](**Transferee**), [_____]shares standing in its name in the Company to hold the same unto the said Transferee at the par value of US\$0.0002 per share, subject to the First Amended and Restated Memorandum and Articles of Association of the Company.

Signed by the Transferor

For and on behalf of

[_____]

.....
Signature of [Name]

.....
Title/ Capacity

Signed by the Transferee

For and on behalf of

[_____]

.....
Signature of [Name]

.....
Title/ Capacity

Dated this _____ day of _____ 20____